TO: Chairman and Members

Park Authority Board

VIA: Michael A. Kane, Director

FROM: Lynn Tadlock, Director

Planning and Development Division

DATE: June 9, 2006

Agenda

Planning and Development Committee Wednesday, June 14, 2006 – 5 p.m.

Board Room - Herrity Building Chairman: Winifred S. Shapiro

- 1. Approval Lease Agreements with Arts Council of Fairfax County and Northern Virginia Conservation Trust for Fred M. Packard Center Action*
- 2. Approval Request for Land Dedication for RZ/FDP 2006-SU-007 EDS/Lincoln Properties Co. Administrative*
- 3. Approval Request for Land Dedication for RZ/FDP 2005-MV-036 Kings Crossing Administrative*
- 4. Approval Authorization to hold a Public Hearing on the Proposed General Management Plan and Conceptual Development Plan for South Railroad Street Park Action*
- 5. Approval Lorton Road Alignment in Laurel Hill Action*
- 6. Scope Approval Grouped Athletic Field Lighting Action*
- 7. Scope Expansion Providence RECenter HVAC Improvements Action*
- 8. Contract Award Design Services for North Twin Lakes Dam Repair Action*
- 9. Status Update Laurel Hill Clubhouse Construction Contracts Presentation*
- 10. Project Update Cub Run RECenter Information*
- 11. Closed Session
 - Land Acquisition
 - Consideration of Investment of Public Funds

*Enclosures

cc: Timothy K. White Leadership Team

ACTION -

<u>Approval - Lease Agreements with the Arts Council of Fairfax County and the Northern Virginia Conservation Trust for the Fred M. Packard Center (Mason District)</u>

ISSUE:

Approval of the lease agreements with the Arts Council of Fairfax County and the Northern Virginia Conservation Trust for the Fred M. Packard Center.

RECOMMENDATION:

The Park Authority Director recommends that the Park Authority Board approve the lease agreements with the Arts Council of Fairfax County and the Northern Virginia Conservation Trust for the Fred M. Packard Center.

TIMING:

Board action is requested on June 28, 2006, as the current leases expire on June 30, 2006.

BACKGROUND:

The Arts Council of Fairfax County (Arts Council) and the Northern Virginia Conservation Trust (NVCT) currently lease office space at the Fred M. Packard Center. The Arts Council leases 5,430 square feet and the NVCT leases 587 square feet. The Arts Council subleases portions of its leased space to other not-for-profit community organizations including A Home, Artisans United, Fairfax Audubon Society, League of Women Voters, TV & Me, Virginia Chamber Orchestra, Japanese Americans' Care Fund, Fairfax Choral Society, Virginia Chamber Orchestra, American Youth Philharmonic Orchestras and the National Capital Art Glass Guild at a reduced rate. The Arts Council also currently administers and schedules the conference rooms on the first and second floors for the tenants and other civic groups at no additional charge.

The current lease agreements are full service agreements, with the exception of custodial services. Custodial services were eliminated due to budget reductions adopted in the General Fund FY 2004 Budget, which eliminated the custodial position at Hidden Oaks Nature Center. The Park Authority pays for or provides all services such as utilities, building and grounds maintenance, and snow removal.

In 2003, the Park Authority Board reduced the lease rates from \$8.50 per square foot to \$7.50 per square foot when the tenants assumed responsibility for all custodial services.

The Park Authority Board has typically established the lease rates at the Packard Center for these not-for-profit organizations to generally offset the costs related to the operation and maintenance of the building. On June 22, 2005, the Park Authority Board approved holding the lease rate at \$7.50 per square foot with a lease term of one year to give the Arts Council additional time to evaluate their financial situation and explore operational options.

Significant increases in utility costs, particularly fuel oil, continue to drive up the cost of operating and maintaining the Packard Center. Utility costs for the Packard Center have increased by 35% in the past year. The roof required replacement in the past year, and it is anticipated that the HVAC units will need to be replaced in the next year or two. Due to these current and future expenditures, it is recommended that the lease rental rate increase to \$8.00 per square foot for the next term of the leases to offset the costs related to the operation and maintenance of the Packard Center.

The leases for the Arts Council and the NVCT at the Fred M. Packard Center will expire on June 30, 2006, and both tenants are interested in renewing their leases. In recognition of the contributions of the Arts Council and the Northern Virginia Conservation Trust to the quality of life in Fairfax County, it is recommended that the Park Authority Board renew these leases at a rate of \$8.00 per square foot. The term of the leases will be for three years, with an annual escalation rate of 2%. The tenants will remain responsible for all custodial supplies and services. The Arts Council has indicated that they will no longer be subleasing their space to other not-for-profit community organizations at a reduced rate; the sublease rate to their tenants will also be \$8.00 per square foot.

FISCAL IMPACT:

Due to the increased costs, the rental rate for these two not-for-profit organizations will increase from \$7.50 per square foot, for an annual income of \$45,127.50, to \$8.00 per square foot, for an annual income of \$48,136.00 in the first year. The rental rate will increase by 2% each year, resulting in an annual income of \$50,080.69 by the third year.

Current Income (\$7.50 per sq.ft.)
Arts Council of Fairfax County
Northern Virginia Conservation Trust
TOTAL

5,430 square feet = \$40,725.00 587 square feet = \$ 4,402.50 6,017 square feet =\$45,127.50

Current Expenses (7/1/05 to date)

Utilities	\$21,900.00
Repairs, maintenance, property management costs	\$12,600.00
Life cycle costs associated with capital repairs	\$19,500.00
TOTAL	\$54.000.00

Projected Income (\$8.00 per sq.ft.)

Arts Council of Fairfax County

Northern Virginia Conservation Trust

TOTAL

5,430 square feet = \$43,440.00

587 square feet = \$4,696.00

6,017 square feet = \$48,136.00

Projected Expenses (7/1/06 – 6/30/07)

TOTÁL	\$49,020.00
Life cycle costs associated with capital repairs	*\$10,790.00
Repairs, maintenance, property management costs	\$13,230.00
Utilities	\$25,000.00

^{*} Projected to decrease substantially because roof replacement was required in the past year)

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Lease Agreement between the Fairfax County Park
Authority and the Arts Council of Fairfax County

Attachment 2: Proposed Lease Agreement between the Fairfax County Park
Authority and The Northern Virginia Conservation Trust

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

Lynn S. Tadlock, Director, Planning and Development Division

Kay H. Rutledge, Manager, Land Acquisition and Management Branch

Cynthia McNeal, Section Supervisor, Land Acquisition and Management Branch James Miller, Property Manager, Land Acquisition and Management Branch

LEASE AGREEMENT

This lease agreement, made this ______ day of <u>July 2006</u>, between the Fairfax County Park Authority, hereinafter called "Landlord" and the <u>Arts Council of Fairfax County</u> hereinafter called "Tenant".

WITNESSETH: That in consideration of the premises and the covenants herein set forth, Landlord does hereby lease unto Tenant for Tenant's sole and exclusive use and Tenant does hereby lease from Landlord the property described as follows:

The Fred M. Packard Center (5430 S.F. office space) 4022 Hummer Road Annandale, Virginia 22003

- 1. The Term of this Lease shall begin at 12:00 Noon on the <u>1st</u> day of <u>July 2006</u>, and will expire at 12:00 Noon on the <u>30th</u> day of <u>June 2009</u>. There will be an automatic 2% increase to the rental rate which will be effective on July 1st of each year.
- 2. Tenant agrees to pay a total of \$132,943.80 as rent for said Term, payable in bi-monthly installments of \$1,810.00 the first year, \$1,846.20 the second year, and \$1,883.12 the third year. All payments are to be made utilizing the FCPA E-Payment Program (Automated Clearing House).
- 3. Tenant has arranged with the FCPA Administrative Division (Shashi Dua), and is enrolled in the FCPA E-Payment Program. Tenant is responsible for ensuring sufficient funds are in the designated account. Tenant will pay said rent, in the manner and at the time herein specified, without deduction, offset, or demand. Should the debit transaction fail for any reason other than the fault of the bank, a 10% late payment fee will be charged, in addition to the rental payment. All penalty fees become immediately due upon their assessment. If the Landlord determines that fault for the failed transaction lies with the bank, a remedy letter from the Tenant will be accepted and the late payment fee will be either reimbursed or credited towards future rent payments at the tenants' discretion.

In addition to any late-payment penalty due, if the rent is 30 days or more in arrears, the Landlord reserves the right to immediately terminate this lease. These penalties are in addition to, and not in lieu of, any other rights and remedies which Landlord may have against Tenant including, but not limited to, the remedies for the breach of this Lease. The Landlord reserves the right to terminate this lease if the Tenant is ten days late in the payment of said rent three (3) times during the term of this Lease.

4. Tenant will use the Premises as commercial office space for Tenants exclusive use only. Tenant may not assign or sublet all or any portion of the Premises for any purpose without prior written consent of the Landlord, which consent Landlord may withhold in Landlord's sole and absolute discretion. Landlord agrees that Tenant may have up to twenty (20) subtenants and

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maintain a small retail area in the Premises consistent with Tenant's prior practices in the Premises pursuant to Landlord's prior lease with Tenant, provided that Tenant provides Landlord in writing with a list of all such subtenants, together with the name, address, and telephone number of an authorized representative for each such subtenant.

- 5. Tenant will not use and will not permit said property or any part thereof to be used for any disorderly or unlawful purpose. Tenant may not allow alcoholic beverages to be opened or consumed on the premises without first obtaining written consent of the Landlord which consent Landlord may withhold in Landlord's sole and absolute discretion. If Landlord shall consent to consumption of alcoholic beverages on the property, Tenant shall comply with any requirements imposed by Landlord with respect thereto and also Tenant shall obtain in advance all applicable Fairfax County permits and licenses.
- 6. Landlord shall remain responsible for the normal maintenance and repair of the building to include painting and aesthetic upkeep of the premises, plumbing, heating and cooling systems, fire extinguishers and alarms, boilers, wiring, exterior repairs, to the extent Landlord provided such services pursuant to Landlord's prior lease with Tenant pertaining to the property, expiration date <u>June 30, 2006</u>, (the "Prior Lease"). In no circumstances shall Landlord be required to provide services, maintenance or repairs greater than those actually furnished by Landlord under the Prior Lease. Landlord shall also remain responsible for the maintenance of the grounds and entryway to the extent provided under the Prior Lease. Tenant shall be required to make such repairs or replacements resulting from the negligence of Tenant or Tenant's agents, invitees or independent contractors.

No interior or exterior alterations or painting are permitted without the prior written-consent of the Landlord.

Snow and ice removal shall be in accordance with the FCPA Standard Operating Procedure for snow removal which provides that recreation centers be given top priority, followed by Annandale Community Park, including the Packard Building. Tenant is responsible for snow and ice removal during non-business hours or when County facilities are closed due to inclement weather.

Custodial duties and supplies shall be provided by the Tenant.

Tenant shall be responsible for the scheduling and administration of the large conference room located on the first floor, the conference area on the second floor (formerly Fairfax Symphony leased space), small conference room and lower gathering space and agrees to follow the established guidelines in booking the other community groups.

7. Landlord shall be responsible for all arrangements for the delivery of, and payment for gas, fuel oil, electricity, water, for the building to the extent the same were furnished under the Prior Lease. Tenant shall be responsible for telephone and cable service and all costs relating thereto.

- 8. Tenant shall indemnify and hold Landlord harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the gross negligence of Landlord, or its servants or agents. Tenant shall maintain Commercial General Liability insurance.
- 9. Tenant will not permit any hazardous equipment, gasoline, explosives, combustible, corrosive or erosive materials except gas, coal, wood or fuel oil necessary and normally used on said property, or permit or do anything which would increase the rate of fire or other hazard insurance on said property. If any increases of the fire or other hazard insurance rate are stated by the Virginia Insurance Rating Bureau to be due to any equipment, materials, activity, or condition in or on the said property, such statement shall be prima facie evidence that the increase in rate is because of breach of this covenant by Tenant.
- 10. Tenant will permit Landlord and/or it agents, employees, tradesmen, licensees, and contractors, upon prior notice, to have access to said property inside and out at any and all reasonable times, depending upon the immediate circumstances, for the purpose of inspection or for the purpose of making any estimates, alterations, or repairs Landlord may consider necessary or desirable, except in the case of emergency in which event Landlord may enter the Property immediately. In addition Landlord may enter the property as reasonably necessary to provide the services Landlord is responsible for furnishing under the Lease. Preventative maintenance inspections by the Landlord and/or its agents, employees, tradesmen, licensees and contractors may occur without prior notice given.
- 11. This Lease is subject and subordinate to any and all present and future deeds of trust and/or mortgages and other encumbrances now or at any time hereafter placed on or against said property, and to all renewals and extensions thereof In confirmation of such subordination, Tenant hereby agrees to execute promptly any certificate, statement, deed or document that Landlord may request, and Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any and all such certificates, statements, deeds, or documents for and or behalf of Tenant.
- 12. This Lease will automatically terminate on the last day of the lease Term. Tenant may notify Landlord at least thirty (30) days prior to the expiration date of this lease of their intent to renew. Landlord shall be under no obligation to extend the term of the Lease. If Landlord does elect to renew the Lease, the rental rate shall be as determined by Landlord in its sole discretion.
- 13. Tenant shall observe and abide by all reasonable notices, rules, and requests given or made by Landlord for the occupancy, operations, and maintenance of property.
- 14. Tenant will not install or use, or permit to be installed or used, any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning system of the said property, without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, and the permission of any governmental agency or public utility company, as and if required, and

compliance with all applicable laws and regulations.

- 15. All alterations, additions to, or improvements in or on said property made by either party (except movable furniture or unattached and moveable equipment put in at the expense of Tenant) shall immediately become the property of Landlord and shall remain upon and be surrendered with the said property as a part thereof at the termination or cancellation of this Lease, without complaint, claim, contest, litigation or delay by Tenant, or Tenant's agents, guests, licensees, creditors, pledges, mortgages, or other persons.
- 16. If the said property shall be partially damaged by fire or other cause without the fault and neglect of Tenant, or Tenant's agents, invitees or independent contractors, the damage shall be repaired by and at the expense of Landlord and the rent, if Landlord determines the said property is rendered untenantable, shall be suspended until such repairs are completed. If the said property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to its former condition or Landlord shall decide to demolish the structures on said property, then and in either of such events, Landlord shall have the option to terminate this Lease by written notice to Tenant, and the term of this Lease shall terminate on the day such notice is given, with the balance of the rent due hereunder adjusted to the-date of such termination.
- 17. Although Landlord shall, in good faith, make every reasonable effort, but without obligation to incur cost or expense or to institute any local procedure, to deliver possession of said property to Tenant on the date stated herein as the beginning of the Term, in no event shall Landlord be liable in damages or otherwise for failure to deliver possession of the said property to Tenant on the date stipulated herein as the beginning of the term, whether such failure is do to lack of vacancy, or alterations, repairs, or redecoration being planed, made, or unfinished, or lack of occupancy or use permit by any governmental law or authority, or for any other reason or cause whatever; and such failure to deliver-possession shall not effect Tenant's obligation hereunder except that in the event of delay, Landlord, at its sole discretion, may suspend the rent due for the period from the date of commencement specified in this Lease to the date possession is tendered to Tenant; provided, however, that if possession is not delivered or tendered to Tenant within the 30 days after the date so specified, then Landlord or Tenant may thereafter terminate this Lease forthwith by giving written notice thereof to the other before possession is delivered or tendered to Tenant, in which event, all parties hereto shall be released from further obligation hereunder, except far the return to Tenant of any deposit and rent which may have been made or paid by Tenant, and no party shall be liable to the others or others for damages. performance or other redress.
- 18. If default is made in the payment of rent as herein provided or in the performance of any of the covenants by Tenant, then Landlord shall have the option of terminating this Lease by giving written notice to Tenant that the Lease is terminated or be entering upon the said property and repossessing the same, and if Landlord does give such written notice of termination or does enter said property and repossess the same, this Lease and everything herein contained to be done and performed by Landlord to recover from Tenant all rent due including penalties and damages for any and all rent due including penalties and damages for any and all breaches, hereunder. If this Lease shall be terminated before its expiration by reason of Tenant's default as herein provided, or if Tenant shall abandon or vacate said property before the expiration of this

Lease, the property may be rented by Landlord at such rent and upon such terms as Landlord may see fit, and if the full rental hereinbefore provided for shall not be realized by Landlord, Tenant shall be liable to Landlord to pay any deficiency together with any expenses incurred in such renting. The provisions contained in this paragraph shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for any other breach or damages under this Lease.

- 19. No waiver or oversight of any breach of covenant, condition, or agreement herein contained or compromise of settlement relating to such a breach, shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof.
- 20. If the whole, or any part, of the said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use of purpose, the term of this Lease shall cease and terminate from the date when the possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent due hereunder shall be proportionately adjusted to the effective date of such termination. In the event of any such condemnation, Tenant shall not share in the proceeds of any award resulting there from.
- 21. If through no fault of Tenant, or Tenant's agents, invitees or independent contractor, the whole, or any part of the said property should be declared posted, or be the subject of formal notice, by or pursuant to any governmental authority or law, that is unfit, safe, uninhabitable, unsuitable, or not lawfully usable for the purpose or persons under this Lease, Landlord shall have the option of elimination or correcting the cause thereof, if such can be done, and Landlord elects to do so, or terminating this Lease from the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property whichever date is earlier, and the remaining rent due hereunder shall be proportionately adjusted to the effective date of such termination.
- 22. In the event Tenant makes an assignment for the benefit or creditors, or a receiver of Tenant's assets is appointed, or Tenant is adjudged bankrupt, such shall be considered a breach of this Lease, and Landlord shall have the option of terminating the Lease by giving Tenant written notice of such termination, whereupon the term of this Lease shall end and Tenant shall vacate said property in accordance with the termination notice. In the event of such breach and termination, Landlord shall be entitled to and have a claim for liquidated damages for such breach in an amount equal to the balance of the total rent due under the full term of this Lease, whichever amount is less.
- 23. All of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers, and-assigns, as applicable, except as otherwise provided herein.
- 24. All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any place or places in which the context may require to indicate such interpretation and construction.

- 25. Unless otherwise modified by the context of this Lease, the word "Term" whenever used herein shall include and be construed to mean the original full Term of this Lease which shall not exceed 24 months, and extension or renewal thereof as may be agreed by the mutual agreement of the parties hereto, if any. The Lease shall automatically terminate at the end of the Term, at which time Tenant's right to occupy the property will cease, but not any claims Landlord may have that may arise out of events occurring during the Term or during any holdover term by Tenant. No agreement renewing or extending this Lease shall be effective unless in writing and signed by both Landlord and Tenant. If Tenant remains in possession of the property after the Term expires without a written agreement with respect thereto, such tenancy shall be deemed a month to month Lease pursuant to the terms hereof, subject to termination by Landlord upon thirty (30) days prior written notice to Tenant.
- 26. This Lease constitutes the entire agreement between all parties hereto and any prior agreements, undertakings, and understandings between the parties not set forth herein are hereby mutually rescinded. This Lease shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.
- 27. Landlord shall furnish the Tenant with two (2) sets of keys to the back entrance of the Packard Building; Landlord shall retain one (1) set of keys to the rear entrance to the building for access to areas retained for Landlord's use. Landlord shall also retain all copies of keys to the boiler/furnace room. Tenant shall return all sets of keys to the Landlord at the termination of this Lease. Tenant shall not duplicate any key or change any lock on the premises of the Packard Building
- 28. Tenant may terminate this Agreement by providing six (6) months written notice to the Landlord; this option becomes effective after July 1, 2007.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: FAIRFAX COUNTY PARK AUTHORITY

Witness:	Signed by:	Lynn S. Tadlock, Director Planning and Development Division
·	TENANT:	
	Signed by:	

LEASE AGREEMENT

This lease agreement, made this day of July 2006, between the Fairfax County Park Authority, hereinafter called "Landlord" and The Northern Virginia Conservation

Trust hereinafter called "Tenant".

WITNESSETH: That in consideration of the premises and the covenants herein set forth, Landlord does hereby lease unto Tenant for Tenant's sole and exclusive use and Tenant does hereby lease from Landlord the property described as follows:

The Fred M. Packard Center (587 S.F. office space) 4022 Hummer Road Annandale, Virginia 22003

- 1. The Term of this Lease shall begin at 12:00 Noon on the <u>1st</u> day of July <u>2006</u>, and will expire at 12:00 Noon on the <u>30th</u> day of <u>June 2009</u>. There will be an automatic 2% increase to the rental rate which will be effective on July 1st of each year.
- 2. Tenant agrees to pay a total of \$14,371.64 as rent for said Term, payable through the electronic transfer of funds in bi-monthly installments of \$195.67 for the first year, \$199.58 the second year, and \$203.57 the third year. All payments are to be made utilizing the FCPA E-Payment Program (Automated Clearing House).
- 3. Tenant has arranged with the FCPA Administrative Division (Shashi Dua), and is enrolled in the FCPA E-Payment Program. Tenant is responsible for ensuring sufficient funds are in the designated account. Tenant will pay said rent, in the manner and at the time herein specified, without deduction, offset, or demand. Should the debit transaction fail for any reason other than the fault of the bank, a 10% late payment fee will be charged, in addition to the rental payment. All penalty fees become immediately due upon their assessment. If the Landlord determines that fault for the failed transaction lies with the bank, a remedy letter from the Tenant will be accepted and the late payment fee will be either reimbursed or credited towards future rent payments at the tenants' discretion.

In addition to any late-payment penalty due, if the rent is 30 days or more in arrears, the Landlord reserves the right to immediately terminate this lease. These penalties are in addition to, and not in lieu of, any other rights and remedies which Landlord may have against Tenant including, but not limited to, the remedies for the breach of this Lease. The Landlord reserves the right to terminate this lease if the Tenant is ten days late in the payment of said rent three (3) times during the term of this Lease.

4. Tenant will use the Premises as commercial office space for Tenants exclusive use only. Tenant may not assign or sublet all or any portion of the Premises for any purpose without prior written consent of the Landlord, which consent Landlord may withhold in Landlord's sole and absolute discretion.

- 5. Tenant will not use and will not permit said property or any part thereof to be used for any disorderly or unlawful purpose. Tenant may not allow alcoholic beverages to be opened or consumed on the premises without first obtaining written consent of the Landlord which consent Landlord may withhold in Landlord's sole and absolute discretion. If Landlord shall consent to consumption of alcoholic beverages on the property, Tenant shall comply with any requirements imposed by Landlord with respect thereto and also Tenant shall obtain in advance all applicable Fairfax County permits and licenses.
- 6. Landlord shall remain responsible for the normal maintenance and repair of the building to include painting and aesthetic upkeep of the premises, plumbing, heating and cooling systems, fire extinguishers and alarms, boilers, wiring, exterior repairs, to the extent Landlord provided such services pursuant to Landlord's prior lease with Tenant pertaining to the property expiration date June 30, 2006, (the "Prior Lease"). In no circumstances shall Landlord be required to provide services, maintenance or repairs greater than those actually furnished by Landlord under the Prior Lease. Landlord shall also remain responsible for the maintenance of the grounds and entryway to the extent provided under the Prior Lease. Tenant shall be required to make such repairs or replacements resulting from the negligence of Tenant or Tenant's agents, invitees or independent contractors.

No interior or exterior alterations or painting are permitted without the prior written-consent of the Landlord.

Snow and ice removal shall be in accordance with the FCPA Standard Operating Procedure for snow removal which provides that recreation centers be given top priority, followed by Annandale Community Park, including the Packard Building. Tenant is responsible for snow and ice removal during non-business hours or when County facilities are closed due to inclement weather.

Custodial duties and supplies shall be provided by the Tenant.

- 7. Landlord shall be responsible for all arrangements for the delivery of, and payment for gas, fuel oil, electricity, water, for the building to the extent the same were furnished under the Prior Lease. Tenant shall be responsible for telephone and cable service and all costs relating thereto.
- 8. Tenant shall indemnify and hold Landlord harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the gross negligence of Landlord, or its servants or agents. Tenant shall maintain Commercial General Liability insurance.
- 9. Tenant will not permit any hazardous equipment, gasoline, explosives, combustible, corrosive or erosive materials except gas, coal, wood or fuel oil necessary and normally used on said property, or permit or do anything which would increase the rate of fire or other hazard insurance on said property. If any increases of the fire or other hazard insurance rate are stated by the Virginia Insurance Rating Bureau to be due to any equipment, materials, activity, or

condition in or on the said property, such statement shall be prima facie evidence that the increase in rate is because of breach of this covenant by Tenant.

- 10. Tenant will permit Landlord and/or it agents, employees, tradesmen, licensees, and contractors, upon prior notice, to have access to said property inside and out at any and all reasonable times, depending upon the immediate circumstances, for the purpose of inspection or for the purpose of making any estimates, alterations, or repairs Landlord may consider necessary or desirable, except in the case of emergency in which event Landlord may enter the Property immediately. In addition Landlord may enter the property as reasonably necessary to provide the services Landlord is responsible for furnishing under the Lease. Preventative maintenance inspections by the Landlord and/or its agents, employees, tradesmen, licensees and contractors may occur without prior notice given.
- 11. This Lease is subject and subordinate to any and all present and future deeds of trust and/or mortgages and other encumbrances now or at any time hereafter placed on or against said property, and to all renewals and extensions thereof In confirmation of such subordination, Tenant hereby agrees to execute promptly any certificate, statement, deed or document that Landlord may request, and Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any and all such certificates, statements, deeds, or documents for and or behalf of Tenant.
- 12. This Lease will automatically terminate on the last day of the lease Term. Tenant may notify Landlord at least thirty (30) days prior to the expiration date of this lease of their intent to renew. Landlord shall be under no obligation to extend the term of the Lease. If Landlord does elect to renew the Lease, the rental rate shall be as determined by Landlord in its sole discretion.
- 13. Tenant shall observe and abide by all reasonable notices, rules, and requests given or made by Landlord for the occupancy, operations, and maintenance of property.
- 14. Tenant will not install or use, or permit to be installed or used, any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning system of the said property, without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, and the permission of any governmental agency or public utility company, as and if required, and compliance with all applicable laws and regulations.
- 15. All alterations, additions to, or improvements in or on said property made by either party (except movable furniture or unattached and moveable equipment put in at the expense of Tenant) shall immediately become the property of Landlord and shall remain upon and be surrendered with the said property as a part thereof at the termination or cancellation of this Lease, without complaint, claim, contest, litigation or delay by Tenant, or Tenant's agents, guests, licensees, creditors, pledges, mortgages, or other persons.
- 16. If the said property shall be partially damaged by fire or other cause without the fault and neglect of Tenant, or Tenant's agents, invitees or independent contractors, the damage shall

be repaired by and at the expense of Landlord and the rent, if Landlord determines the said property is rendered untenantable, shall be suspended until such repairs are completed. If the said property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to its former condition or Landlord shall decide to demolish the structures on said property, then and in either of such events, Landlord shall have the option to terminate this Lease by written notice to Tenant, and the term of this Lease shall terminate on the day such notice is given, with the balance of the rent due hereunder adjusted to the-date of such termination.

- 17. Although Landlord shall, in good faith, make every reasonable effort, but without obligation to incur cost or expense or to institute any local procedure, to deliver possession of said property to Tenant on the date stated herein as the beginning of the Term, in no event shall Landlord be liable in damages or otherwise for failure to deliver possession of the said property to Tenant on the date stipulated herein as the beginning of the term, whether such failure is do to lack of vacancy, or alterations, repairs, or redecoration being planed, made, or unfinished, or lack of occupancy or use permit by any governmental law or authority, or for any other reason or cause whatever; and such failure to deliver-possession shall not effect Tenant's obligation hereunder except that in the event of delay, Landlord, at its sole discretion, may suspend the rent due for the period from the date of commencement specified in this Lease to the date possession is tendered to Tenant; provided, however, that if possession is not delivered or tendered to Tenant within the 30 days after the date so specified, then Landlord or Tenant may thereafter terminate this Lease forthwith by giving written notice thereof to the other before possession is delivered or tendered to Tenant, in which event, all parties hereto shall be released from further obligation hereunder, except far the return to Tenant of any deposit and rent which may have been made or paid by Tenant, and no party shall be liable to the others or others for damages, performance or other redress.
- 18. If default is made in the payment of rent as herein provided or in the performance of any of the covenants by Tenant, then Landlord shall have the option of terminating this Lease by giving written notice to Tenant that the Lease is terminated or be entering upon the said property and repossessing the same, and if Landlord does give such written notice of termination or does enter said property and repossess the same, this Lease and everything herein contained to be done and performed by Landlord to recover from Tenant all rent due including penalties and damages for any and all breaches, hereunder. If this Lease shall be terminated before its expiration by reason of Tenant's default as herein provided, or if Tenant shall abandon or vacate said property before the expiration of this Lease, the property may be rented by Landlord at such rent and upon such terms as Landlord may see fit, and if the full rental hereinbefore provided for shall not be realized by Landlord, Tenant shall be liable to Landlord to pay any deficiency together with any expenses incurred in such renting. The provisions contained in this paragraph shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for any other breach or damages under this Lease.
- 19. No waiver or oversight of any breach of covenant, condition, or agreement herein contained or compromise of settlement relating to such a breach, shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof.

- 20. If the whole, or any part, of the said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use of purpose, the term of this Lease shall cease and terminate from the date when the possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent due hereunder shall be proportionately adjusted to the effective date of such termination. In the event of any such condemnation, Tenant shall not share in the proceeds of any award resulting therefrom.
- 21. If through no fault of Tenant, or Tenant's agents, invitees or independent contractor, the whole, or any part of the said property should be declared posted, or be the subject of formal notice, by or pursuant to any governmental authority or law, that is unfit, safe, uninhabitable, unsuitable, or not lawfully usable for the purpose or persons under this Lease, Landlord shall have the option of elimination or correcting the cause thereof, if such can be done, and Landlord elects to do so, or terminating this Lease from the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property whichever date is earlier, and the remaining rent due hereunder shall be proportionately adjusted to the effective date of such termination.
- 22. In the event Tenant makes an assignment for the benefit or creditors, or a receiver of Tenant's assets is appointed, or Tenant is adjudged bankrupt, such shall be considered a breach of this Lease, and Landlord shall have the option of terminating the Lease by giving Tenant written notice of such termination, whereupon the term of this Lease shall end and Tenant shall vacate said property in accordance with the termination notice. In the event of such breach and termination, Landlord shall be entitled to and have a claim for liquidated damages for such breach in an amount equal to the balance of the total rent due under the full term of this Lease, whichever amount is less.
- 23. All of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers, and-assigns, as applicable, except as otherwise provided herein.
- 24. All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any place or places in which the context may require to indicate such interpretation and construction.
- 25. Unless otherwise modified by the context of this Lease, the word "Term" whenever used herein shall include and be construed to mean the original full Term of this Lease which shall not exceed 24 months, and extension or renewal thereof as may be agreed by the mutual agreement of the parties hereto, if any. The Lease shall automatically terminate at the end of the Term, at which time Tenant's right to occupy the property will cease, but not any claims Landlord may have that may arise out of events occurring during the Term or during any holdover term by Tenant. No agreement renewing or extending this Lease shall be effective unless in writing and signed by both Landlord and Tenant. If Tenant remains in possession of the property after the Term expires without a written agreement with respect thereto, such tenancy shall be deemed a month to month Lease pursuant to the terms hereof, subject to termination by Landlord upon thirty (30) days prior written notice to Tenant.

- 26. This Lease constitutes the entire agreement between all parties hereto and any prior agreements, undertakings, and understandings between the parties not set forth herein are hereby mutually rescinded. This Lease shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.
- 27. Landlord shall furnish the Tenant with two (2) sets of keys to the front entrance of the Packard Building Landlord shall retain one (1) set of keys to the rear entrance to the building for access to areas retained for Landlord's use. Landlord shall also retain all copies of keys to the boiler/furnace room. Tenant shall return all sets of keys to the Landlord at the termination of this Lease. Tenant shall not duplicate any key or change any lock on the premises of the Packard Building

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: FAIRFAX COUNTY PARK AUTHORITY

	Signed by:		
		Lynn S. Tadlock	_
		Director, Planning and Development Division	
Witness:			
	TENANT:		
	Signed by		

ADMINISTRATIVE -

Approval – Request for Land Dedication for RZ/FDP 2006-SU-007 EDS/Lincoln Property Company (Sully District)

ISSUE:

Approval of staff comments pertaining to the rezoning application for RZ/FDP 2006-SU-007 EDS/Lincoln Properties Company, located on Tax Maps 24-4 ((1)) 6B (portion) and 6C (Vicinity Map, Attachment 1). The Development Plan proposes rezoning of 67.38 acres of property in the Dulles Suburban Center to mixed-use development (Proposed Development, Attachment 2). The development will add approximately 2,716 new residents and 745,000 square feet of new commercial space to the Sully Supervisory District. The Development Plan also shows a proposed 12.5 acre Athletic Field Area that includes three diamond fields, one rectangle field, a playground area and parking for up to 200 cars (Requested Dedication, Attachment 3).

RECOMMENDATION:

The Park Authority Director recommends approval of the following summary comments regarding RZ/FDP 2006-SU-007 EDS/Lincoln Properties Company:

- The Park Authority requests that the applicant construct and dedicate to the Park Authority an athletic field complex with three diamond and two rectangle fields near the proposed mixed-use development.
- The applicant should work with Park Authority staff to determine the best arrangement of fields and design of the park.
- All facilities in the proposed park must be developed to Park Authority standards to promote safety and accessibility and for efficient and cost-effective maintenance. The following features should be included: overrun areas, warm up areas, drainage areas, accessible trails, concrete pads, bleachers and containment fences and nets.
- To extend playability, the applicant should provide synthetic turf on the rectangle fields and lighting and irrigation on all fields.
- A playground to serve a range of ages and small picnic area should be included to provide complementary passive recreation opportunities.

- Permanent bathroom facilities should be provided.
- A minimum of 260 parking spaces should be provided, either onsite, or as part of the adjacent mixed-use development.

TIMING:

Board action is requested on June 28, 2006. It is anticipated that the Planning Commission will be scheduling a public hearing to review this case in the fall.

BACKGROUND:

Approximately 25 acres of the subject property have been developed with ten (10) athletic fields and used for the past nine years by the Chantilly Youth Association to serve the recreational needs of the existing surrounding communities. The proposed mixed-use development will eliminate this facility, and will place additional pressure on the existing facilities of the Park Authority. This will be compounded by the addition of 970 dwelling units in the new development. The inclusion of an Athletic Field Area on the Conceptual Development Plan begins to address the additional demand created by the proposed new residential development, as well as the loss of existing recreational facilities in the Sully District.

On May 15, 2006, the Fairfax County Board of Supervisors adopted Comprehensive Plan Text for Tax Map parcels 24-4 ((1)) 6B (portion) and 6C that allows an option for mixed use development with conditions. The relevant Parks and Recreation condition is as follows:

"An active recreation area with at least five athletic fields and provision of parking on or adjacent to the site or in a shared parking arrangement with adjacent uses. Facilities should be developed according to Fairfax County Park Authority standards in consultation with FCPA staff. This park should be dedicated to the Fairfax County Park Authority."

The Development Plan shows only four fields and associated parking. Park Planning staff will continue to work with Department of Planning and Zoning staff and the applicant to ensure that the ultimate development will include five athletic fields and all of the necessary associated parking, as well as complementary park features and amenities, such as a playground and bathrooms.

FISCAL IMPACT:

The costs of developing the new park will be borne by the developer. Once the five athletic fields have been constructed and parkland is dedicated, the Park Authority will be responsible for routine maintenance and operation of the site.

ENCLOSED DOCUMENTS:

Attachment 1: EDS/Lincoln Properties Vicinity Map

Attachment 2: EDS/Lincoln Properties Proposed Development Attachment 3: EDS/Lincoln Properties Requested Dedication

STAFF:

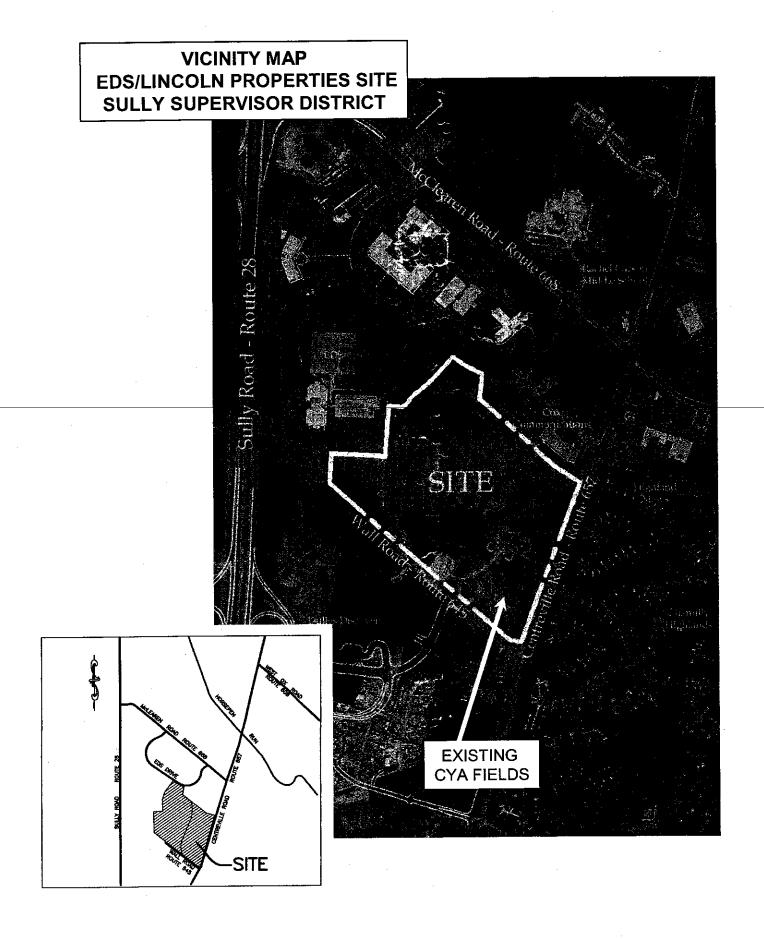
Michael A. Kane, Director

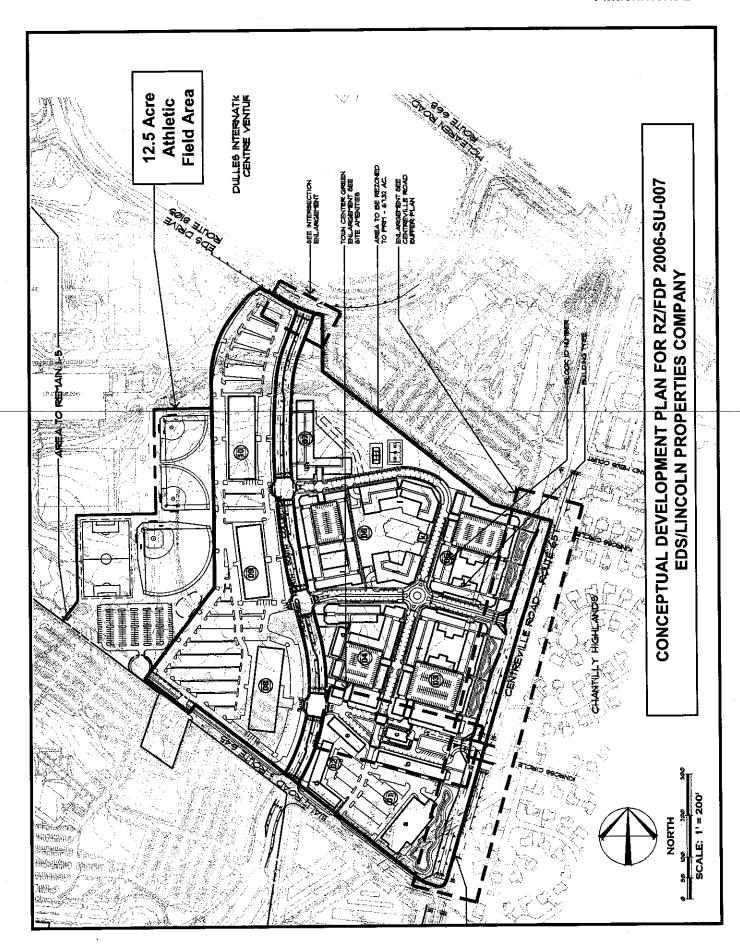
Timothy K. White, Chief Operating Officer

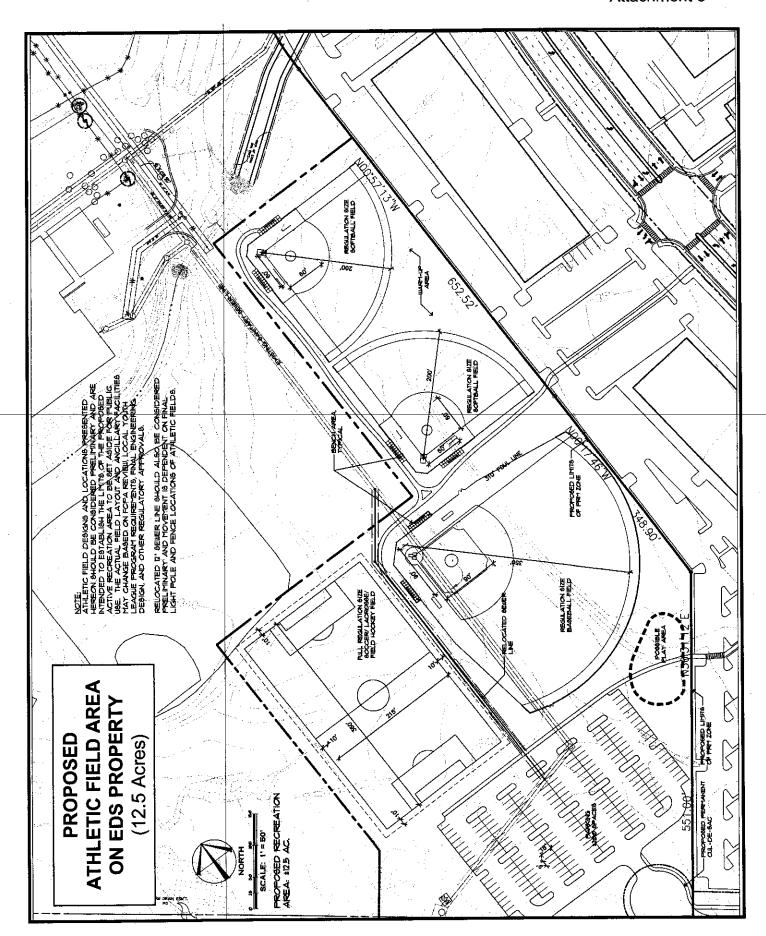
Lynn S. Tadlock, Director, Planning and Development Division

Sandy Stallman, Manager, Park Planning Branch

Irish Grandfield, Senior Planner, Park Planning Branch Andrea Dorlester, Senior Planner, Park Planning Branch







ADMINISTRATIVE -

<u>Approval – Request for Land Dedication for RZ/FDP 2005-MV-036 Kings Crossing</u> (Mount Vernon District)

ISSUE:

Approval of staff comments pertaining to the rezoning application for RZ/FDP 2005-MV-036 Kings Crossing, located on Tax Maps 83-3((1)) 24 and 25. The Development Plan proposes rezoning of 34 acres of property in the Richmond Highway Commercial Revitalization District to mixed-use development (Vicinity Map, Attachment 1). The development will add approximately 1,938 new residents and 984,520 square feet of new commercial space to the Mount Vernon Supervisory District.

RECOMMENDATION:

The Park Authority Director recommends approval of the following summary comments regarding RZ/FDP 2005-MV-036 Kings Crossing:

- The Park Authority requests that the applicant dedicate to the Park Authority approximately 6.5 acres east of an unnamed stream on the property (Requested Dedication, Attachment 2). The requested park area abuts two surplus properties totaling approximately 0.6 acres on Quander Road that belong to the Board of Supervisors. Staff proposes seeking transfer of the BOS properties and combining them with the dedicated lands from this rezoning to create a new public park.
- The Cultural Resource Protection Section researched the history of the property and found that it has a registered architectural site that is named, "Spring Bank." Staff proposes naming the dedicated park "Spring Bank Park."

TIMING:

Board action is requested on June 28, 2006. It is anticipated that the Planning Commission will be scheduling a public hearing to review this case in the fall.

BACKGROUND:

There is a significant deficit of parkland and recreation facilities in Mount Vernon Supervisory District as acknowledged by the County Comprehensive Plan and Parks and Recreational Needs Assessment. The Comprehensive Plan calls for provision of

new neighborhood parks in conjunction with redevelopment. The proposal will add approximately 1,938 new residents to the Mount Vernon Supervisory District.

Park Authority staff has provided recommendations on this project related to offsetting the impact of this development on parks and recreational facilities. Staff has also identified issues related to natural and cultural resource management. The neighboring communities to Kings Crossing have expressed support for a new public park as well. Dedication of 6.5 acres from this development will provide the core of this new park.

FISCAL IMPACT:

The costs of developing the new park will be borne by the developer. The park is envisioned to consist of trails funded and constructed by the developer. Staff is also seeking a commitment from the developer that the Kings Crossing Association will provide routine mowing along the trails within the parkland. If successful in obtaining the commitment, costs will be limited to long-term maintenance of the trail.

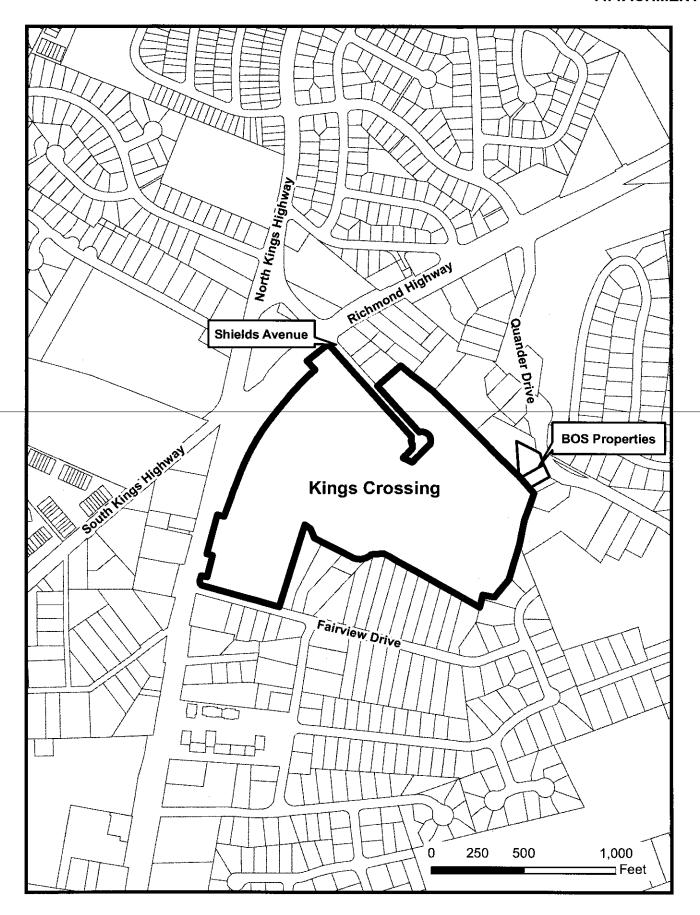
ENCLOSED DOCUMENTS:

Attachment 1: Kings Crossing Vicinity Map

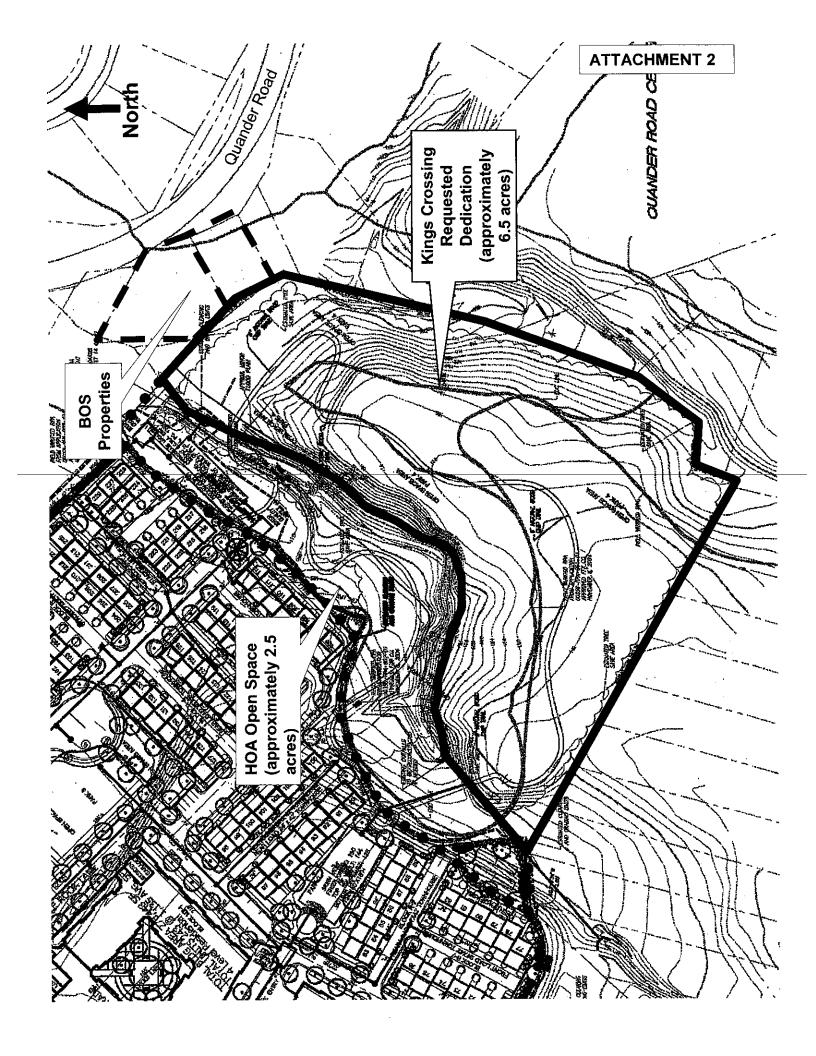
Attachment 2: Kings Crossing Requested Dedication

STAFF:

Michael A. Kane, Director Timothy K. White, Chief Operating Officer Lynn S. Tadlock, Director, Planning and Development Division Sandra Stallman, Manager, Park Planning Branch Irish Grandfield, Planner, Park Planning Branch



Kings Crossing Development Vicinity Map



ACTION -

<u>Authorization to Hold a Public Hearing on the Proposed General Management Plan and Conceptual Development Plan for South Railroad Street Park (Providence District)</u>

ISSUE:

South Railroad Street Park proposed General Management Plan and Conceptual Development Plan is ready for public comment.

RECOMMENDATION:

The Park Authority Director recommends authorization to hold a public hearing to present the proposed General Management Plan and Conceptual Development Plan for South Railroad Street Park to the public.

TIMING:

Board action is requested on June 14, 2006, to maintain the project schedule.

BACKGROUND:

South Railroad Street Park is a 2.04-acre parcel owned by the Fairfax County Park Authority. The park is designated as a Local Park. The site is located in the Providence Supervisory District, on Railroad Street between Gallows Road and Morgan Lane. A portion of the site has a large hill-cut built to accommodate grade for a late-nineteenth century railroad/trolley line that traversed this area. The park has a mix of woodland and grassy areas but no standing structures or facilities.

Work began on the proposed General Management Plan and Conceptual Development Plan for South Railroad Street Park in March of this year. On April 20, 2006, the Park Authority held a community meeting to initiate the process. Staff then took information gathered at the community meeting and used it in combination with other research to develop a plan for park use and recreational needs. A draft plan was developed based on public input and local park and recreation needs. In accordance with Park Authority policy, a public hearing must be held to receive comments on the draft plan. The public hearing is tentatively scheduled for Thursday, July 24, 2006, at Kilmer Middle School in Vienna.

The draft plan is intended to offer a balance between active and passive recreation opportunities attracting a range of users including local children and families who want

to use the playground, and individuals interested in a walk through the woods along the old railroad line. Proposed facilities include picnic tables, a thematic playground, a basketball court, a walking trail, and cultural resource interpretive signage. Almost half the site will be maintained for natural resource management. Typical user visitation is anticipated to last from fifteen minutes to one hour.

At this time, there is no source of funding for development of the park site. It is envisioned that funding would be provided through a future park bond initiative (post 2008) and/or through use of local proffered money.

FISCAL IMPACT:

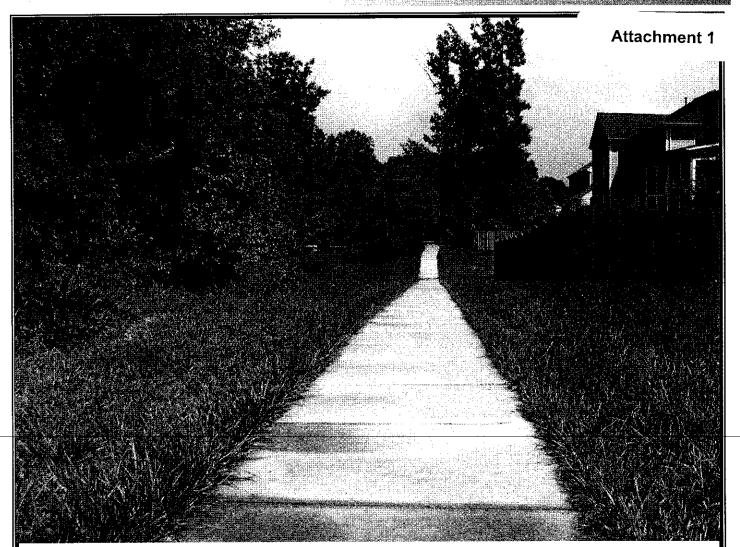
The fiscal impact is limited to staff salaries and costs associated with public hearing advertisements that have already been budgeted.

ENCLOSED DOCUMENT:

Attachment 1: Draft South Railroad Street Park General Management Plan and Conceptual Development Plan dated June 14, 2006

STAFF:

Michael A. Kane, Director Timothy K. White, Chief Operating Officer Lynn S. Tadlock, Director, Planning and Development Division Sandy Stallman, Manager, Park Planning Branch Irish Grandfield, Senior Park Planner, Park Planning Branch Manjula S. Nandiraju, Project Manager, Park Planning Branch



South Railroad Street Park

General Management Plan and Conceptual Development Plan

Fairfax County Park Authority

DRAFT

FAIRFAX COUNTY PARK AUTHORITY SOUTH RAILROAD STREET PARK

General Management Plan and Conceptual Development Plan

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Michael A. Kane, Director

Timothy K. White, Deputy Director

Lynn S. Tadlock, Director, Planning and Development Division

Charlie Bittenbring, Director, Park Services Division

Miriam C. Morrison, Director, Administration Division

Cindy Messinger, Director, Resource Management Division

Todd Johnson, Director, Park Operations Division

Judith Pedersen, Public Information Officer

PROJECT TEAM

Manjula S Nandiraju, Project Manager, Park Planning Branch

James P. "Irish" Grandfield, Senior Park Planner, Park Planning Branch

Sandy Stallman, Manager, Park Planning Branch

Jenny Pate, Trails Coordinator, Planning and Development Division

Rich Sacchi, Resource Management Division

Meghan Fellows, Resource Management Division

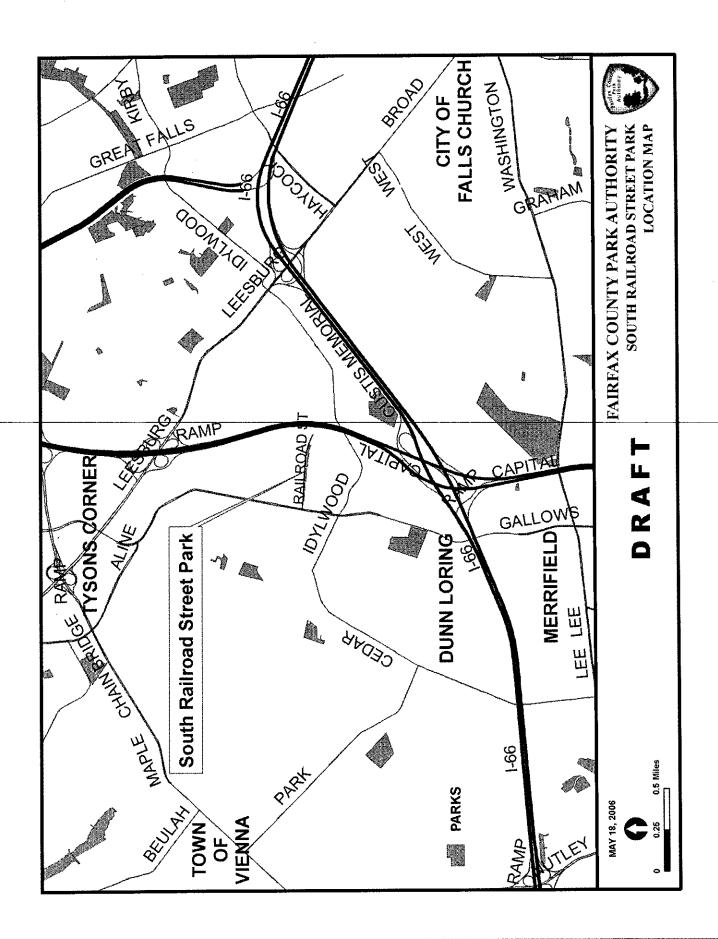
John Hopkins, Park Operations Division

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INTRODUCTION, BACKGROUND AND EXISTING CONDITIONS

I. INTRODUCTION

A. Purpose and Description of the Plan

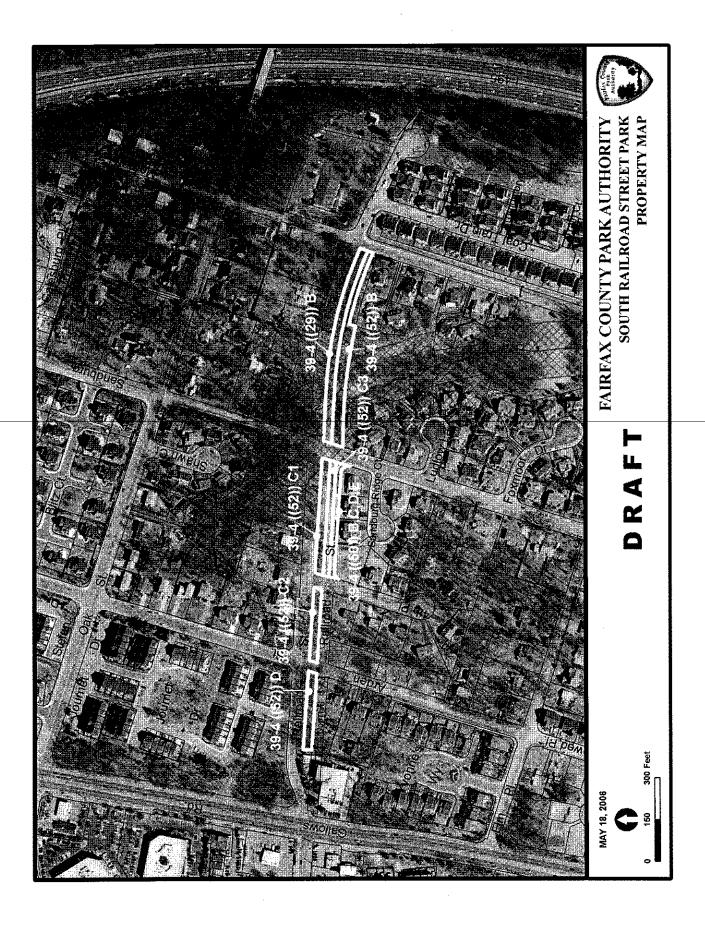
The purpose of the master plan is to create a long-range vision for the site. During the planning process, the site is considered in the context of the surrounding neighborhood and as one park of many within the Fairfax County Park Authority system. When approved, this document will serve as a useful long-term decision making tool for future planning on the site and should be referred to before any planning and design projects are initiated.

The master plan document consists of three parts—Background and Existing Conditions, the General Management Plan, and the Conceptual Development Plan. The background information serves as the basis for decision making. The General Management Plan and Conceptual Development Plan describe how to best protect park resources, provide quality visitor experiences, and serve as a blueprint for future park development. The purpose of the document is to serve as a guide for all future planning and programming.

The purpose of the General Management Plan (GMP) is to guide management of resources, visitor use, and general development of the park. The GMP describes existing conditions and constraints, details the desired visitor experience, and identifies "management zones." General Management Plans are meant to be flexible to accommodate the changing needs of park visitors. Uses are described in general terms, so that as visitor needs change, the uses provided can change accordingly.

The Conceptual Development Plan (CDP) describes the planned park elements, identifies design concerns, and illustrates the general location of the recommended facilities based on the guidance of the General Management

Plan.



B. Public Process

On April 20, 2006, the Park Authority held a community meeting to initiate the park planning process and to solicit community desires. The information gathered at the session was used in combination with site analysis research to develop design alternatives for park use and development. A draft master plan was developed based on public input provided throughout the process as well as local park and recreation needs. A public hearing will be held in summer 2006. The plan will be revised following the public hearing and will be presented to the Park Authority Board for adoption in the fall of 2006.



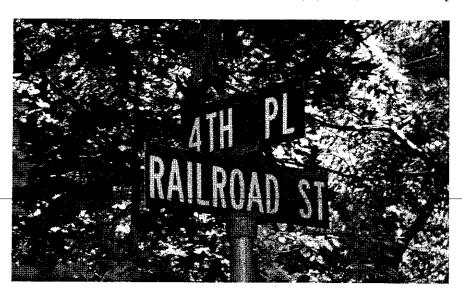
C. Site Description

South Railroad Street Park is a 2.04 acre linear park located along Railroad Street between Gallows Road and Morgan Lane (see location map on page 5). The park is owned by the Fairfax County Park Authority and is designated as a Local Park.

The property includes former road and railroad right-of-way areas on Tax Map 39-4((29)) B; 39-4((52)) B, C1, C2, C3, D; portions of Tax Map 39-((50)) B, C, D, E, in Dunn Loring (see property map on page 7). The site is located in the Providence Supervisory District and Vienna Planning District. The site has a mixture of woodlands and grassed areas. There is an existing path, a portion of sidewalk, and grading remnants from the former railroad line. Several underground utilities including water, storm sewer and sewer lines are located within the site as well.

D. Administrative History of the Site

Most of the site was originally a railroad bed that was later acquired by Virginia Department of Transportation (VDOT). Parcels 39-4((29)) B; 39-4((52)) B, C1, C2, D of the site were dedicated to the Fairfax County Board of Supervisors in 2001 as part of the Morgan Chase residential development. The Board of Supervisors and adjacent home owners acquired some portions as a part of abandonment of right-of-way from VDOT. These parcels were pieced together and dedicated to Fairfax County Park Authority (FCPA) to make the park site.



II. Park Classification and Purpose, Significance, Visitor Profile, Strategic Initiatives

A. Park Classification

South Railroad Street Park is designated as a Local Park in the County's park classification system. Local parks offer a variety of active or passive recreation opportunities, or a combination of both, in close proximity to County residents and employment centers. Areas designated for natural and/or cultural resource protection may also be included within these parks.

Local parks primarily provide facilities for active or passive recreation, or both; areas for scheduled and unscheduled recreation activities and social gathering places; and serve residential, employment and mixed-use centers. In suburban settings, park size will typically be at least two and one-half acres and less than 50 acres, but some local parks may range up to 75 acres. In urban areas, park size is typically less than five acres and often less than one-half acre. Visits to

local parks will typically be less than two hours.

The character of local parks may vary depending on their location within the County. In residential settings, local parks will generally be larger than in urban parts of the County. Local parks offer open space to those with little or no yards. Typical facilities may include open play areas, playgrounds, courts, athletic fields, game areas, trails, trail connections, natural areas, picnic facilities and facility lighting. In a suburban setting and depending on the park size and facilities, the local park service area may be up to 3 miles.

The user experience at local parks may be casual and informal geared toward social interaction, play and outdoor enjoyment, or may be more structured to support organized sports and park programs. Collocation of a mix of park uses and facilities that support both informal and structured activities is increasingly necessary to meet the County's diverse and varied recreation and leisure needs where available land is diminishing. To the extent possible, facilities will be planned so that areas that address different needs are compatible.



B. Park Purpose

Park purpose statements are intended to guide decision making regarding all plan recommendations, resource allocation, and management issues. As park development progresses from conceptual master planning to site specific design, decisions can be continually tested against the park purpose for appropriateness. If a proposed use conflicts with any one of the purposes listed, it will be considered an incompatible use. By establishing park purposes,

future plans can remain flexible, as legislative and regulatory requirements and park user preferences change. Park significance statements capture the attributes that make the park valuable and important to the community and within the park system. Like park purpose statements, the significance of a park may shift over time in response to the surrounding context or user needs and desires. The purpose of South Railroad Street Park is three-fold:

- To provide active and passive recreation opportunities for a range of interests and ages.
- To preserve and enhance natural resources.
- To protect and interpret remaining resources of the former railroad/ trolley line.

C. Park & Recreation Need

The need for parkland and recreation facilities is determined through long range planning efforts. The Park Authority tracks park facilities and land inventories, recreation and leisure trends, surveys citizen demand and compares itself to peer jurisdictions to determine reasonable need. The most recent Needs Assessment was completed in 2004.

South Railroad Street Park is located within the Vienna Planning District. Based on the adopted service level standards, this District has a current deficiency of 66 acres of local parkland, nine rectangle fields, 11 multi-use courts, one playground, and two youth diamond fields and one adult softball field. As the population grows in the future, these deficiencies will increase. Due to the relatively small area of this park, opportunities are limited to meet many of the deficiencies on this site.

D. Relationship to Park Authority Mission

The Park Authority Strategic Plan is the guiding document to focus resources on the most critical work of the agency. As identified in the Strategic Plan, the dual goals of the Park Authority mission are to protect and enhance natural and cultural resources and to provide quality recreational services and facilities. The recommendations established in South Railroad Street Park's master plan will further the Park Authority's mission.

III. EXISTING CONDITIONS

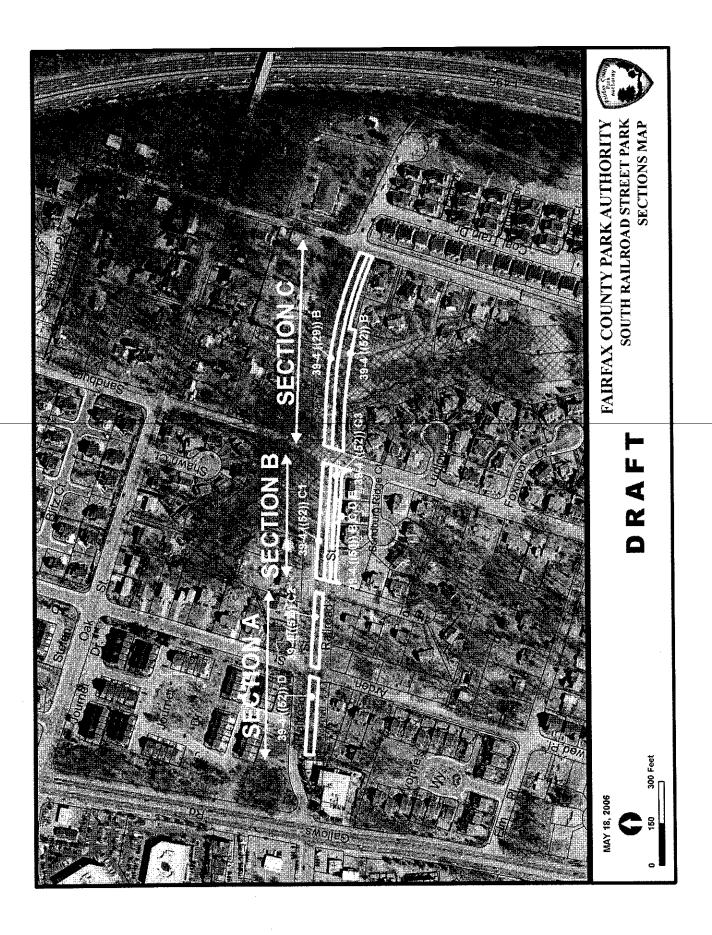
A. Setting and Description of Adjacent Properties

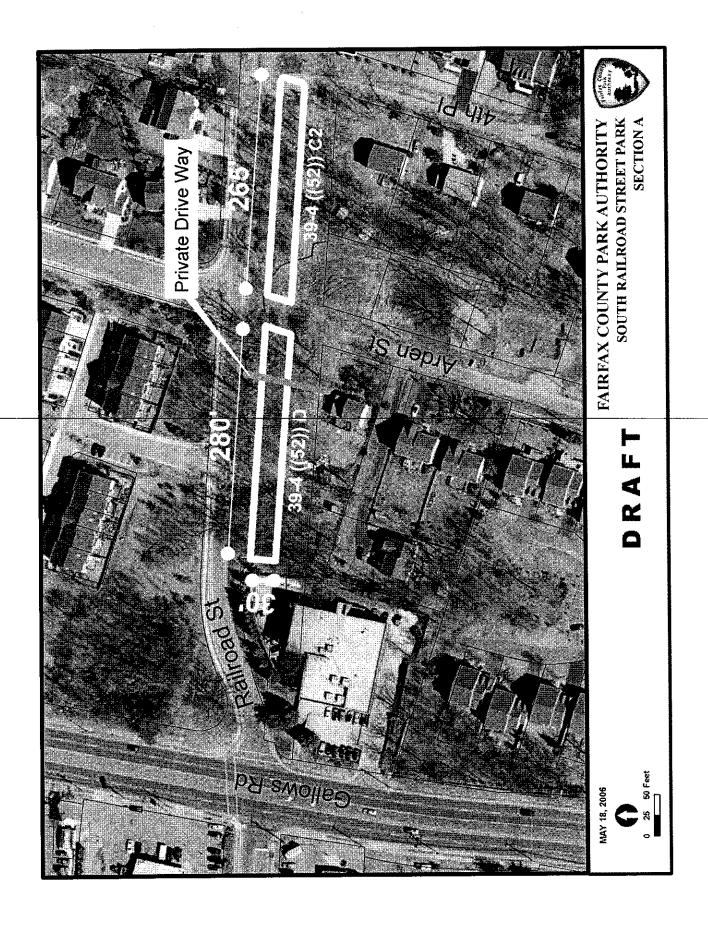
The site is located in the Providence Supervisory District along Railroad Street between Gallows Road and Morgan Lane. The area surrounding the park is primarily single-family residential, including the adjacent properties. Towards the south are Chatham Square, Sandburg Ridge, Kings Glen subdivisions and other individual houses. On the north side are Regal Oaks, Brazil Properties, Leigh Woods subdivisions and other individual houses. Commercial, office, and retail uses are found at the intersection of Gallows Road and Railroad Street. Railroad Street provides pedestrian access from these uses to the park site.

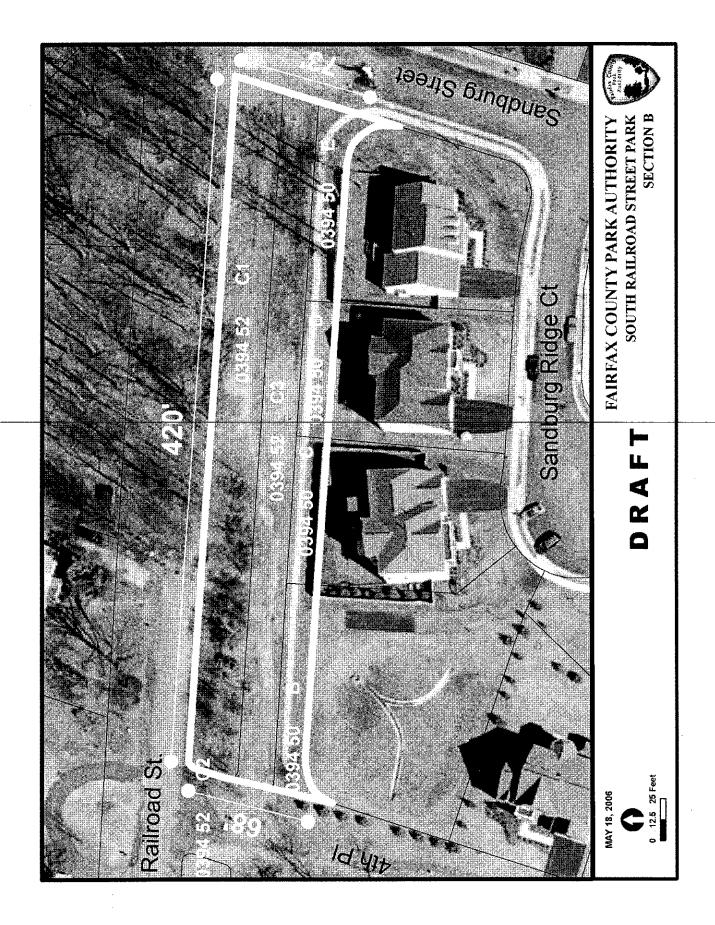


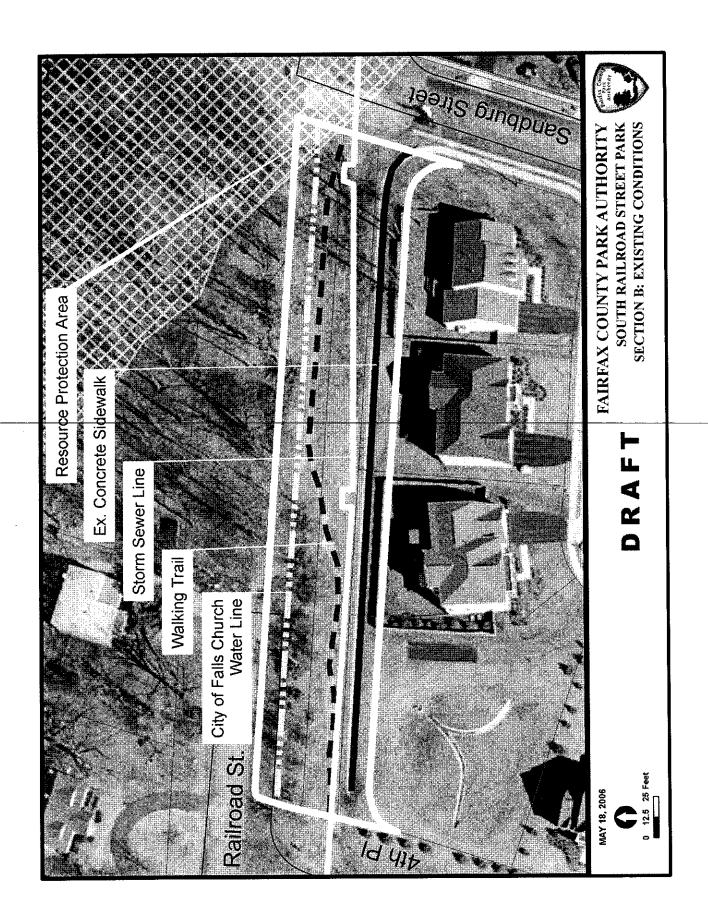
For planning purposes, the site is divided into three sections (see sections map on page 13) based on the platted streets that divide the park. Section A is between east of Gallows Road and 4th Place (see section A map on page 14). This section is a narrow strip of wooded land approximately 545' x 30' in size. A private asphalt driveway serving one house cuts across this section just west of parcel 39-4((52)) D.

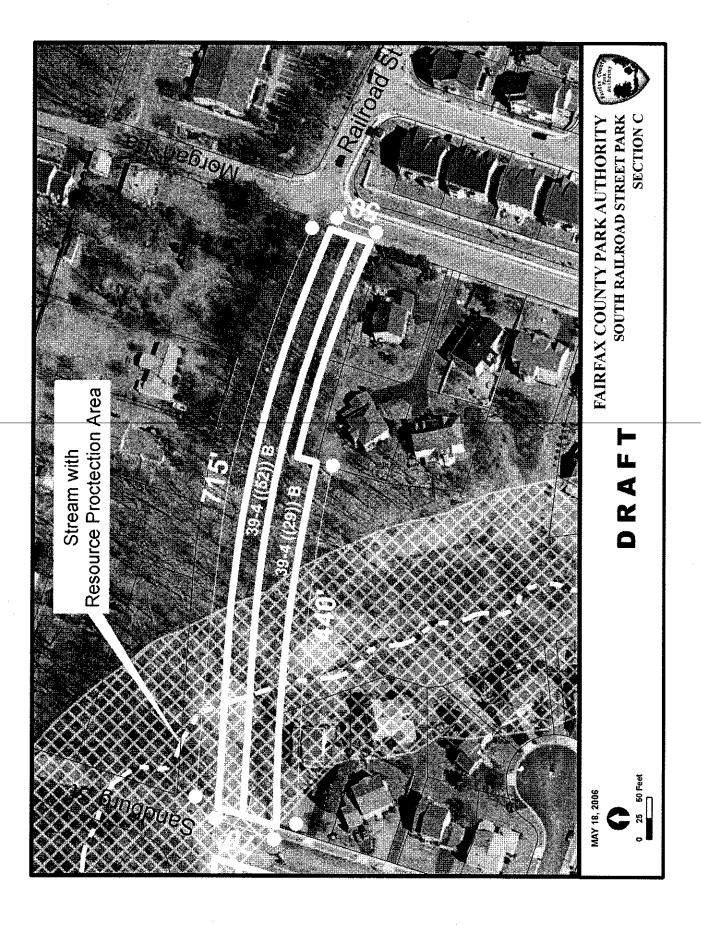
Section B is between 4th Place and Sandburg Street (see section B map on page 15). At seventy feet, this is widest strip of land in the park. Vegetation in this section is generally a mix of grass, shrubs, and young trees. There is an existing concrete sidewalk on this section. A City of Falls Church water line parallels the northern portion of this section. A storm sewer line also runs horizontally through this section (see section B: existing conditions map on page 16).



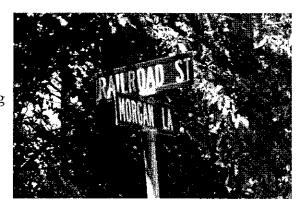








Section C is between Sandburg Street and Morgan Lane (see section C map on page 17). Significant cultural resources are noticeable in this section including the best remnants of the former railroad bed. A stream and associated Resource Protection Area (RPA) cuts through the eastern side of this section.



B. Existing and Planned Land Use, Zoning

In the County's Comprehensive Plan, the site is located in the Cedar Community Planning Sector of the Vienna Planning District. This portion of the planning sector is planned for residential use at a density of 3-4 dwelling units per acre. The existing land use onsite and in the surrounding area is in accordance with the County Comprehensive Plan. While the park site remains undeveloped, the surrounding properties are developed with single family detached residences.

Principal park and recreation guidelines for the Planning District and Sector include:

- Acquire and develop at least three additional Community Parks to address deficiencies of active recreation facilities.
- Plan and develop stream valley trails to facilitate non-vehicular travel.
- Preserve and protect significant natural and heritage resources.
- Additional Neighborhood Park facilities in this sector should be provided in conjunction with new development.

The comprehensive plan recognizes the value of placing local parks within the residential communities they serve. The site parcels are zoned in three different zoning districts PDH-4, R-C and R-4, all of which allow public park use.

Virginia land use law requires that public and utility uses demonstrate compliance with the local comprehensive land use plan in terms of location, character, and extent. The process is commonly referred to as a "2232-Permit" consistent with the Code of Virginia §15.2-2232. Typically, parks uses require a 2232-Permit prior to opening to the public. Following adoption of this park master plan, the Park Authority will apply for 2232-Permit approval from the County Planning Commission if it is determined to be necessary.

C. Natural Resources

South Railroad Street Park is greatly modified as a result of human disturbance. Soils, topography, water and vegetation have all been highly altered.



1. Topography and Slopes

Slopes on this site have been altered as a result of road, railroad, and utility construction. For the most part the parcel has a gentle slope from west to east. A stream channel in Section C runs through a culvert under several feet of fill that supports the railroad bed. The grade cut of the railroad bed in the eastern end of the property (Section C) creates a long ravine with steep sides. The western end of the property (Section A and Section B) has slopes generally between 2-7%.

2. Soils and Geology

The County soils map is not highly accurate for this site because of the scale of the soil mapping compared to the size of the park and the significant alterations to the landscape since the soil map was created. Soil types vary through the site from west to east and include the following soil types Mixed Alluvial, Worsham, Glenville, Beltsville, and Fairfax Gravelly Silt Loam. All soil types are characterized by high gravel content and are predicted to have poor to marginal drainage.

Soil compaction has likely lowered the ability for the soils to drain. Section A of the property is dominated by the Beltsville soil-type. Section B of the property has Glenville-type soils, the most common soil type in the county. Section C of

¹ Soil information from the Ratings of Soils in Fairfax County at http://www.fairfaxcounty.gov/gov/DPWES/environmental/soilrating.htm and from NRCS Official Series Descriptions.

the property is dominated by Fairfax gravelly silt loam, which is typically found in upland areas of the county. The soils associated with a stream or waterway may still be present on the site, however as a result of the topography being altered and the stream running through a culvert, are probably not relevant for the purposes of the master plan.

3. Green Infrastructure Statement

The Fairfax County Park Authority has developed a modeling tool to help identify significant natural and cultural resources in the County. Using the County's geographic information system (GIS), the Park Authority has produced a countywide "Green Infrastructure" model and resultant map based on a weighted analysis of significant environmental and historic features.

The weighted analysis produces a general resource value that recognizes the combination in value of various resources within the three general categories of environmental, cultural, and open space areas, but does not rank importance between categories. The model is limited by the extent, accuracy, and resolution of the source data used. Several important resources, such as rare, threatened, and endangered species and Environmental Quality Corridors (EQCs) are not considered in the analysis due to the unavailability or incompatibility of the data.

The Green Infrastructure Map indicates that compared to other parcels in the County, the South Railroad Street Park has a low to moderate combination of natural and cultural resource values. Since the purpose of the Green Infrastructure Model is largely to rank properties based on a combination of different resources, one can not assume the absence of a single specific resource based on a "minimum," "low," or "medium" Green Infrastructure rating.

4. Vegetation and Wildlife

The vegetation of the park also reflects a highly disturbed landscape. Section A of the park has many species that were most likely planted (including Pine and English Ivy). There is some indication that the soils have poor drainage in this area. Section B of the park is mostly grass and disturbance-tolerant species such as Locust. Section C of the park has a vegetative community more typical of a Chestnut Oak forest.

Invasive Vegetative Community

The vegetation of the park includes many species that are not native to our region. This is a typical condition for parks in Fairfax County due to high level of previous human activity. Some of these plant species are considered to be invasive. Invasive species are linked to measurable negative effects in the quality and functioning of the native landscape. These species may decrease wildlife, native plant diversity and/or the health of the ecosystem.



Many invasive non-native species are present throughout the site

and are cause for concern. The most prevalent of these are Japanese honeysuckle (Lonicera japonica), multiflora rose (Rosa multiflora), garlic mustard (Alliaria officinalis), wisteria (Wisteria sp.) and rubus (Rubus phoenicolasius). Japanese stiltgrass (Microstegium vimineus) was not observed, but is likely a component of the invasive plant species community present on the site.



Native Vegetative Community

As with the topography and soils, the vegetation changes from the western to eastern parts of the property. The western portion of Section A is mostly planted vegetation, pines and English ivy. The eastern portion of Section A and Section B has a vegetative community that is dominated by Common Locust, a clonal species which is found in disturbed areas. It is native, but can be quite aggressive. There are some

Chestnut Oaks in this area, as well as several invasive species. Much of this area is maintained as turf grass. Significantly, there appears to be a Serviceberry (Amelanchiar sp.). It is not known whether it was planted or is a remnant.

In Section C, the vegetative community is dominated by Chestnut Oak, Red Maple and Black Cherry. The most similar Society of American Foresters Community is Chestnut Oak (44), however it is mostly transitional, and only projected towards the Chestnut Oak community. There are several native understory species including Virginia Creeper(*Parthenocisus* sp.), Greenbriar (*Smilax* sp.) and Pink Azalea (*Rhododendron* sp.). The forest stand in this area is rated as good.

Rare, Threatened, or Endangered Plant and Animal Species

The Virginia Natural Heritage program's data was searched for rare, threatened

and endangered plants and animals.

The predicted range of two plant species were shown to overlap with the parcels that make up this property.

Both species are listed as having a historic occurrence, meaning that they have not been observed in more than 20 years. The FCPA did not perform a specific search for these species. No appropriate habitat type was found for the plant species while performing the field work.

Wildlife Community

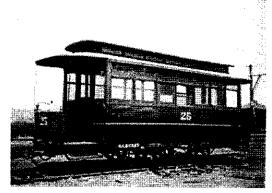
The park is of a size and shape that is not conducive to a large and diverse wildlife community. Although residents report seeing fox, the animal is most likely not resident on park land. Most significant is probably the bird life. The narrow strip of shrubs and trees mimics a hedgerow habitat, and could be enhanced with native vegetation that would offer additional food and shelter for the bird community.

D. Cultural Resources

Historic Background

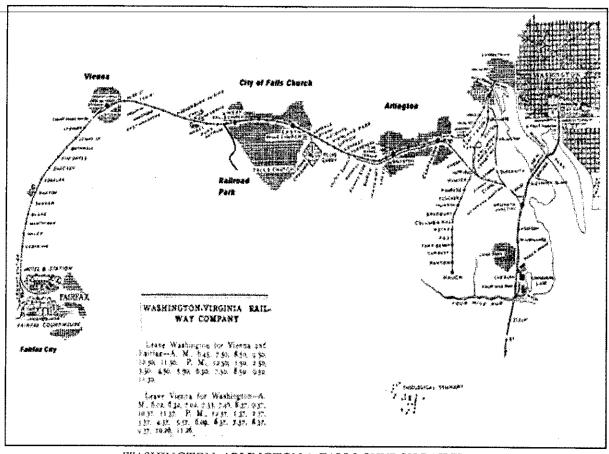
Due to its proximity to Washington, D.C., a web of trolley and electric rail lines were built that ran from points within the City across bridges and off into the farmland of Arlington and Fairfax

Counties. The late nineteenth and early twentieth centuries mode of



A TYPICAL EARLY TROLLEY CAR

transportation was trolley transport that offered the public a quicker, safer and more commodious form of travel. What was once a harsh journey to towns and cities was then easier. The trolley was used to commute to work, visit friends and relatives, or for recreating at natural wonders in Fairfax County and beyond.



WASHINGTON, ARLINGTON & FALLS CHURCH RAILWAY

By the end of the trolley era in the 1940s, the trolleys or electric railroads as they were often called, were essential in the creation of commuter suburbanization of Arlington, Fairfax, Falls Church, Fairfax City and other municipalities within Northern Virginia.

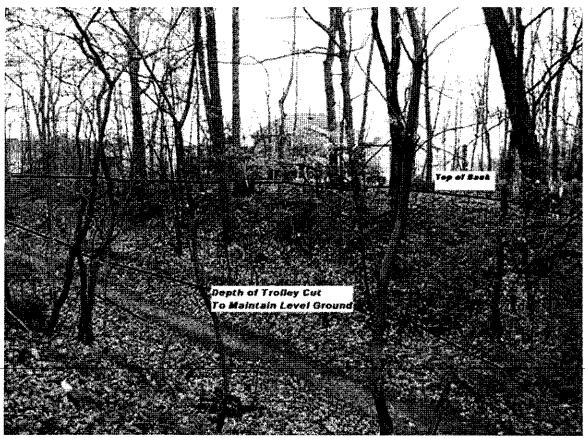


A trolley line to a town often brought with it greater prosperity as commodities were capable of reaching markets in Alexandria and Washington, D.C. quicker, cheaper and with foods fresher for transport to additional markets north and south. At the peak in the 1940s, trolley lines ran between Rosslyn and Arlington Junction (which is today Ronald Reagan National Airport) out to Mt. Vernon, Fairfax, Nauck and from Georgetown to Falls Church, Fairfax City, and eventually to Bluemont via Leesburg.

The start-up of the line in 1892 was called the Washington & Arlington. It began as a horsecar line with tracks from Rosslyn up the hill to Fort Myer. In late 1895, the

line was electrified. The Fairfax Line, which was built by the Washington & Falls Church railroad in 1906, already had had one name change and a change in ownership. The complexity of ownership of the lines is impressive. Companies rose, merged and were changed again. In any one year, branches or spurs were built and shut down. At its end, in 1939, it was known as the Arlington & Fairfax Auto Railroad owned by a conglomerate called the Washington–Virginia Railway Company.

The Fairfax Line is represented in Fairfax County in South Railroad Street Park as a deep cut or trench running approximately 800 to 1000 feet in length in Section C of the park. A five degree slope or less was always maintained due to the trolley's underpowered engine, which affected its potential to stop and caused it to slide backwards. The existence of the former rail line helps to explain the remnants of cuts and bridges built along its path (see trolley line cut figure on page 25).



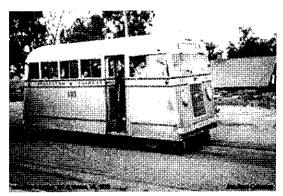
THE TROLLEY CUT SHOWING EROSION AND A PATH. THE DEPTH IS ABOUT 15- 20 FEET.

Cultural Resources

The Fairfax Trolley line and other electric lines in Northern Virginia have a unique place in history. By the end of the trolley era in the 1940s when cars and buses replaced them, the trolleys or electric railroads were the forefront of the creation of the first commuter class leading to the suburbanization of Arlington, Fairfax, Falls Church, Fairfax City and other towns and cities within Northern Virginia. They were an important technological invention causing startling innovations to fit the new world view that included the concept of commuting and all that infers.

Because of the contributions to transportation, technology, class formation and economic change, trolley lines are a significant cultural resource where ever they may be found. Presently, the only documented location in Fairfax County is the South Railroad Street Park owned and managed by the Fairfax County Park Authority. The integrity of this portion of rail line is good with the exception of erosion causing some damage and private construction encroaching upon the historic feature.

Uniqueness, significance, scarcity and integrity are the four main proponents in placing a site on the National Register of Historic Places. The Fairfax Line of the Washington, Arlington & Falls Church Railway seems to posses these tenets. The development of the park will be planned to not negatively affect the remnants of the trolley line.



THIS TROLLEY CAR, BUILT IN 1935 COULD TRAVEL ON RAILS OR LOWER ITS RUBBER WHEELS FOR TRAVEL ON

PAVEMENT.

The probable eligibility of the South Railroad Street Park trolley line for inclusion in National Register of Historic Places creates a responsibility for the Fairfax County Park Authority and visitors to protect this cultural resource for the benefit of present and future citizens to enjoy.

A Native American site has also been found. It consists of a light scatter of quartz flakes, shatter and one scraper. The site is located on the first terrace above the creek and is believed to be part of a larger site (44FX451) now destroyed by a housing development. The larger site was excavated and the information obtained. It was found

to be 7,000 years before the present time (BP). Since the data was collected on the larger site, avoidance of this edge is not necessary. However, because of its location it is not likely to be destroyed.

On a recent site reconnaissance, archaeologists found no significant features to suggest need for further archaeological investigations. Historically, this site was farmed but no remnant structures appear to have been located on this site. There is a high level of disturbance from recent human activity including dumping of yard debris, clearing, digging holes, litter and play forts.

E. Park Access

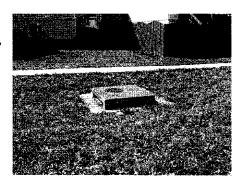
There are many existing pedestrian points of access from all adjacent roads including Railroad Street, Arden Road, 4th Place, Sandburg Street and Morgan Lane. There is an existing concrete sidewalk along Section B of the site. Due to the linear and parceled nature of the park pedestrian access is ample. There currently is no vehicular entrance to the site and none is necessary considering the size of the park.

F. Existing Facilities

Besides a small section of sidewalk in Section B, there are no existing structures or facilities on the site.

G. Utilities

The surrounding area is primarily developed with residential uses. As a result, utilities are available. A sewer line runs along Railroad Street north of the site. Water service is available from the City of Falls Church. The water lines are located along Railroad Street and within Section B and Section C of the site. Electricity and telephone service are readily available also.



GENERAL MANAGEMENT PLAN

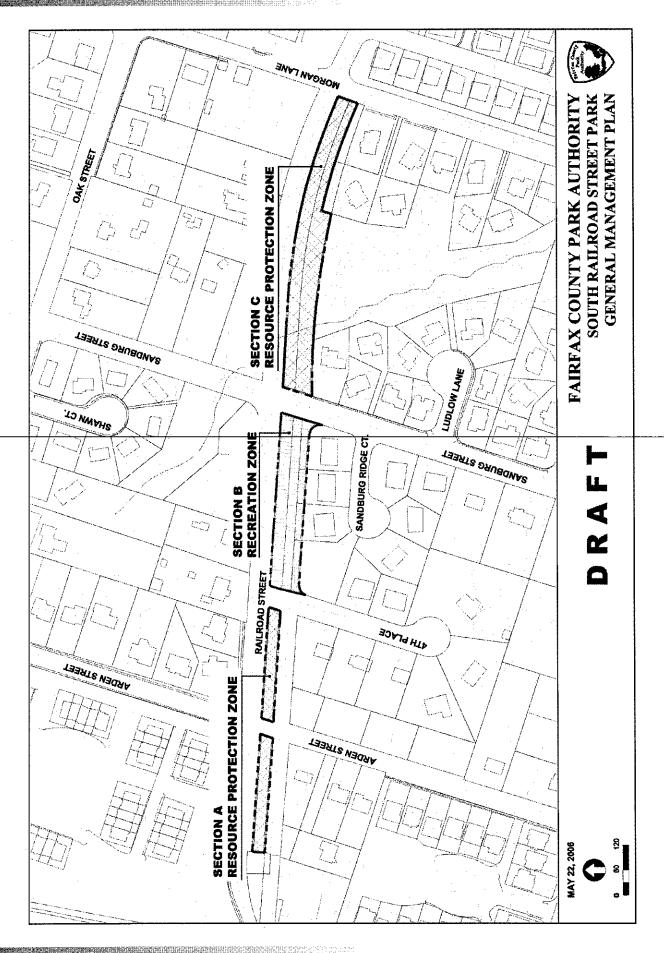
I. INTRODUCTION

The General Management Plan (GMP) is intended to be a long-range document establishing and articulating a management framework and philosophy for problem solving, allowing for proactive decision making for park planning and development (see GMP map on page 28). The GMP clearly defines the direction for resource preservation, management, and development, as well as visitor experience.

II. MANAGEMENT AND DEVELOPMENT

A. Visitor Profile and Desired Visitor Experience

South Railroad Street Park is envisioned to draw users from the adjacent neighborhoods. The intention is to create a park that offers active and passive recreation opportunities for a wide-range of users including children and families who want to use the playground and individuals interested in a walk through the woods. Through interpretative displays, visitors learn about the history of trolley lines and how they served the larger community. A typical visitation duration would be in the thirty minute to one-hour timeframe.



B. Resource Management

1. Natural Resource Management

The existing conditions of the park reflect the lack of natural resource management. The development of the park should avoid or minimize any further negative impact to the natural resources, and future action may be taken to remove non-native, invasive species and/or supplement the existing native vegetation. Natural resource management in the park should be cognizant of the significant cultural features, and should in no way harm these resources. In a local park like this one, natural resource stewardship should be encouraged by education of the adjacent



properties. Regulatory and interpretive signage may be considered to reduce dumping, off-trail access, and incompatible landscaping.

2. Cultural Resource Management

The park site contains significant and unique cultural resources. The primary goal is to protect, enhance, and interpret these resources. Development of the park should avoid negative impacts on the former trolley line and associated features.

Cultural interpretation will be provided on site by a combination of signs, panels, markers and/or sculptural elements designed to interpret the resources for park users.

C. Site Amenities/Visitor Services

This is a local park where visitation times are expected to be in the range of one hour. As such, the park will be unstaffed and not include any major service facilities. An orientation area/kiosk should be sited adjacent to Section B to provide general information about park and recreational opportunities at the

site. Other visitor amenities may include benches, picnic tables, and interpretative signage for natural and cultural resource education.

D. Site Considerations



The Park Authority's area maintenance crew will provide periodic maintenance to the site. Interior to the site itself, there are no significant issues constraining its use as a park. There are moderate slopes (generally less than 7 percent) that may require grading for use of the site but these types of slopes are routinely engineered as necessary. A second minor issue is unauthorized paths that provide direct access from the adjacent residential developments. The paths have resulted in damage to the existing vegetation as well as provided a point of access for illegal dumping.

III. MANAGEMENT FRAMEWORK

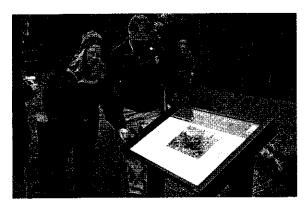
The management framework integrates research, site analysis, and basic data presented in this document. Management zones have been defined to provide a framework for site design and decision-making. Existing uses, existing conditions and recommendations from Park Authority staff were considered in the development of the management zones. The framework provides broad flexibility within a range of potential uses for each management zone. The General Management Plan Map on page 28 depicts the areas for each of the three management zones. These boundaries should not be interpreted as hard lines.

The "Potential Uses" stated for the zone describe acceptable uses for each zone. If a use is not listed for a zone, by its omission it is considered an incompatible use for that zone. The potential uses are intentionally general to allow flexibility when making decisions.

1. Resource Protection Zone

The Resource Protection Zone (RPZ) is located in Sections A and C of the park (see map on page 28). In Section C the primary focus is on protecting, enhancing and interpreting the existing cultural resources. In Section A, the focus is on preserving and enhancing native vegetation while providing passive recreation and wildlife viewing opportunities for the public. Potential uses for the Resource

Protection Zone include interpretative signage and/or features to help create a cultural identity for the park, preservation of cultural resources, cultural exploration, trails, paths, benches, natural resource and habitat management, stream improvements, stormwater management (SWM) as necessary, and education.



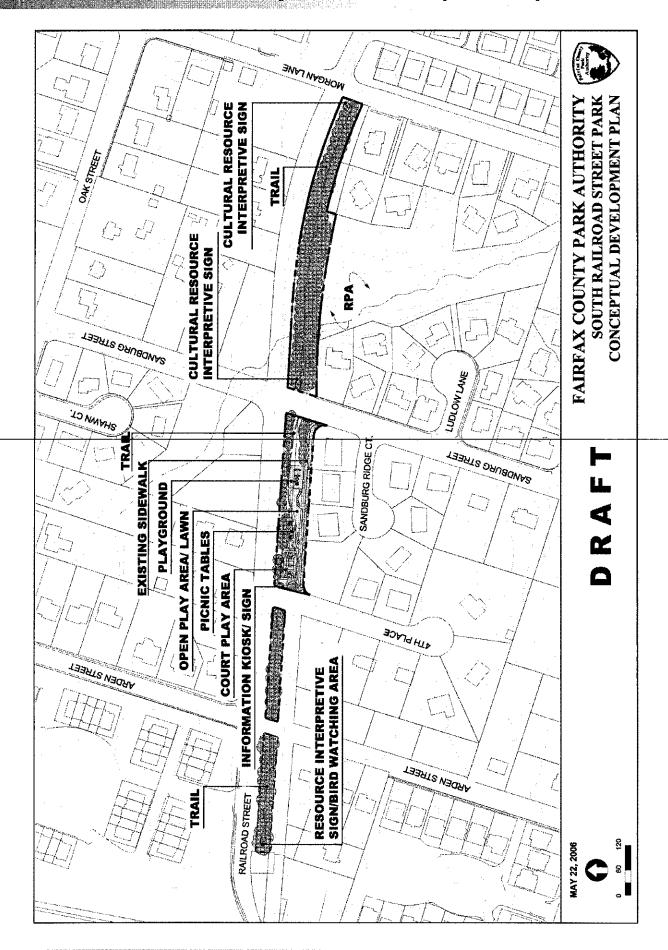


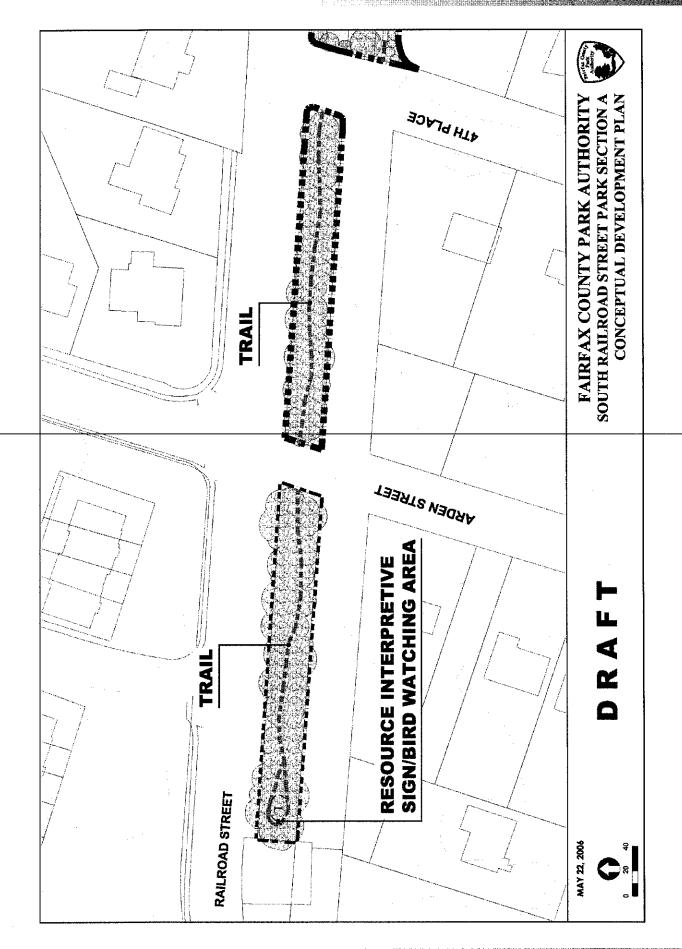
2. Recreation Zone

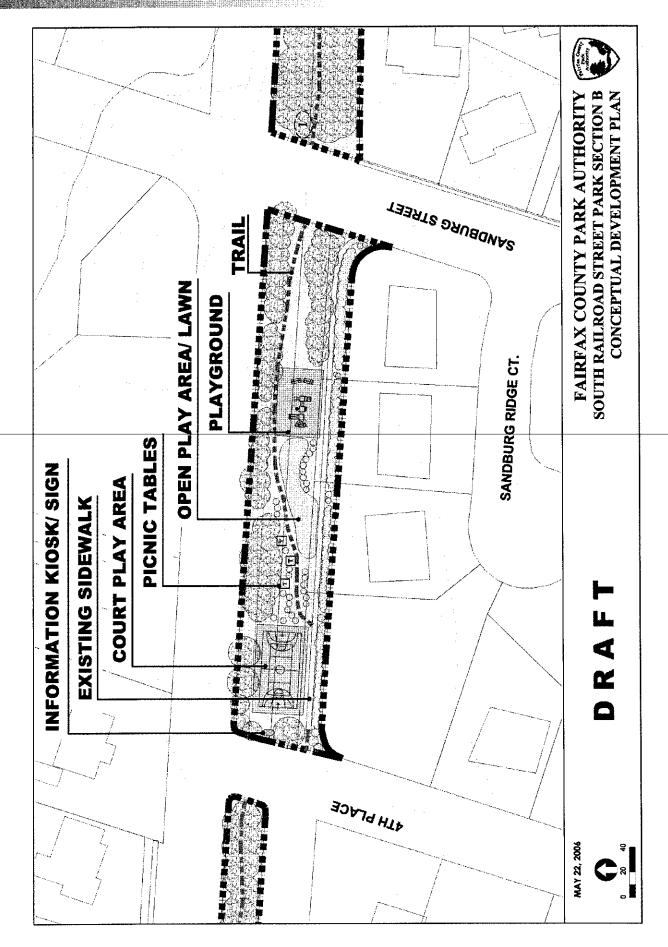
The recreation zone is located in Section B and is intended to support the development of recreation facilities and amenities to provide a variety of active and passive recreation opportunities. This zone consists of primarily open, non-treed areas but opportunities should be sought to minimize tree removal where appropriate. Potential uses for this zone may include a park sign and/or information kiosk, open play area, play court, playground, paths and trails, and visitor amenities such as picnic tables, seating, and trash cans.



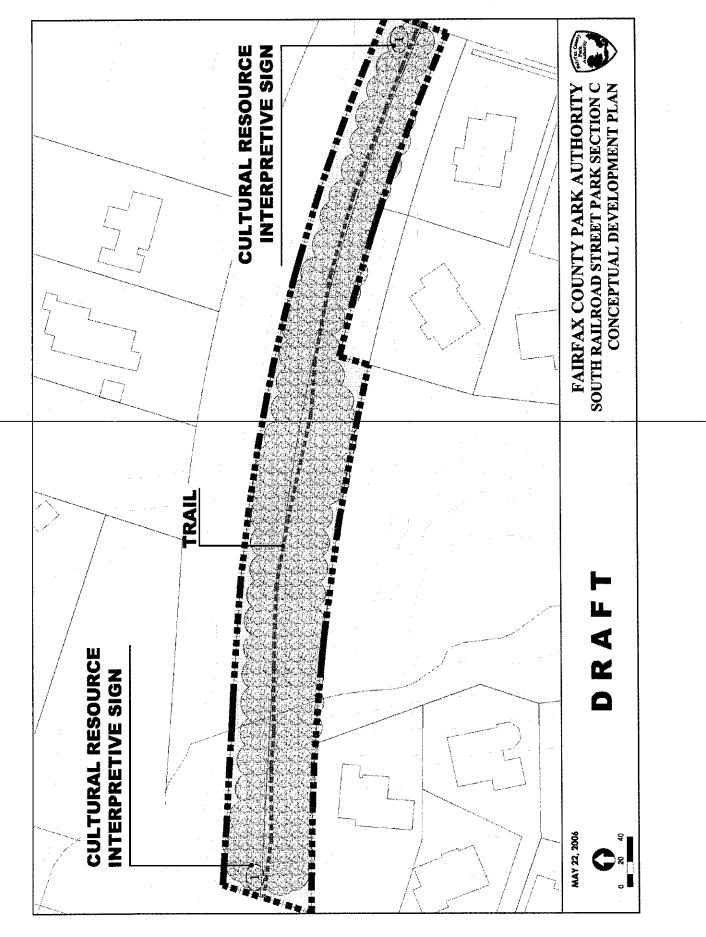
End GMP







Page 34



CONCEPTUAL DEVELOPMENT PLAN

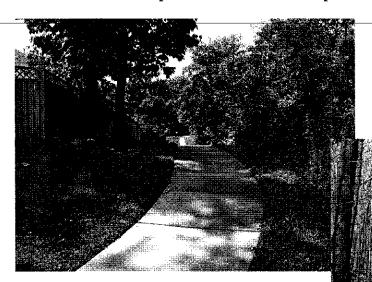
I. INTRODUCTION

The Conceptual Development Plan (CDP) describes the planned park elements; identifies design concerns; and illustrates the general location of the recommended facilities (see Conceptual Development Plan Maps on pages 32-35) based on the guidance of the General Management Plan.

II. PARK ELEMENTS

A. Pedestrian Access

Pedestrian Access points will be along the park trail as it intersects the neighborhood streets, including Railroad Street, 4th Place, Sandburg Street, and Morgan Lane. There will also be access along the concrete sidewalk in Section B of the park. The pedestrian entrance at Sandburg street should be improved to connect the existing sidewalk in the park to the balance of the park trail system.



B. Trails

A key experience at South Railroad Street Park will be enjoying the use of the trail that will run the length of the park. A trail is proposed to run from the western end to eastern end of this linear park. Connections to this trail will be provided from all the intersecting public roads (Railroad Street, 4th Place, Sandburg Street, and Morgan Lane). Expressed user preference is for a natural surface trail to minimize the perceived impact on natural and cultural resources within the park. However, this does not preclude continued use of the existing concrete sidewalk, nor does it remove the possibility of adding a stabilizing surface such as stonedust or asphalt on sections of the trail as needed to prevent erosion and to provide accessibility.

The trail is necessary to ensure connectivity between all sections of the park and surrounding neighborhoods. Benches should be provided at key locations along the trail. Interpretive signs, as discussed below, should also be installed to interpret the history and to provide education for trail users. Directional signs may also be provided, following Park Authority guidelines. To the greatest extent possible, the trail should be ADA accessible if not prohibited by existing slopes.

C. Interpretative Signs

Interpretative signs should be placed near access points on the walking trail in Section C near both ends of the section (Sandburg Street and Morgan Lane). The historic displays could be as simple as individual signs or more creative sculptural elements in the park. The interpretative signs should be designed within the framework of existing Resource Management Division and Park Operations guidelines for interpretive trail signs. The interpretative signs should include the trolley line map, photographs, and/or how the trolley line served the mass transportation and economic development of Fairfax County and other nearby areas. The interpretive signs should be instrumental in developing an identity for the park to distinguish it from other parks in the area

D. Picnic Tables

A few picnic tables should be located in Section B between the court play area and the playground to provide a central location for parents to monitor children. The picnic tables should be of a size and scale appropriate for a local park, with at least two to accommodate small group and family-oriented activities.

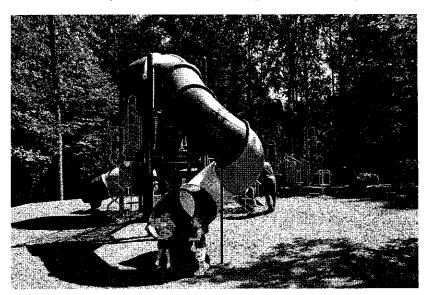


E. Playground



PLAYGROUND SITE

One of the primary attractions of this park will be a playground area. This area is meant to appeal to children's play needs. The opportunity for a variety of experiences will be supported in this playground. The key components of this area should include traditional playground equipment such as slides, climbers, etc and trolley-like play equipment signifying the cultural resource. The playground should be accessible. The equipment should encourage the development of physical, social, and cognitive skills by offering a variety of surfaces, textures, colors, and changes in level of difficulty. Permanent resilient ground surfacing should be installed to



ensure safety and accessibility for all users. Loose material can be used where accessibility is not an issue, to maximize pervious surface area.

F. Basketball Court

A small basketball court integrated into the design of the recreation area will promote a skills practice. The court play could be just a half-court with a single goal. This area should not be lighted. It should be located to minimize site grading and to preserve as much of the existing trees as possible. Areas of tree removal for grading outside of the court play area should be replanted elsewhere using native trees and understory plants.

G. Visitor Amenities

The park may provide a few, simple visitor amenities/comfort features.

While not all of these features are specifically identified on the CDP, the

park may include minor comfort amenities such as park usage signs, park benches/seating areas, trashcans, and/or a drinking fountain.



Having multiple activities grouped closely together due to the linear nature of the park site will bring design challenges. These challenges can be addressed by ensuring a flow of movement within and between the elements, by providing well-defined areas for each use, and through appropriate landscaping. The positive result of concentrating active recreational activities together will be to make this park exciting for visitors.

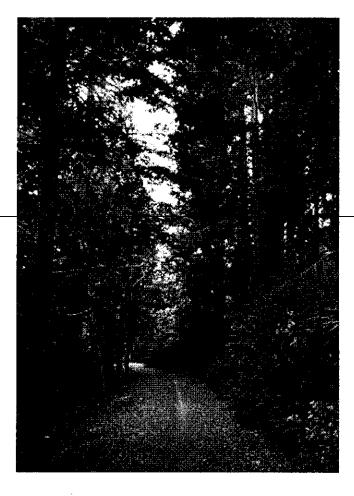
The entire recreation area should be an integrated, visually pleasing whole. Attractive, coordinated colors and materials should be used for picnic tables, play equipment, and site furniture. This will tie the elements of the park's structured activity area together. There may be seating at the edge of the playground, open area, or the court play area, to help define the area and provide places to observe and rest. The park elements and facilities should be accessible to the greatest extent possible.

Additional precaution should be taken not to disturb the existing onsite utility lines such as the water and storm water lines.



Where there is no pavement or trails in the natural resource protection area in Section A and Section B of the park, re-vegetation can occur. This planting can be coordinated with the SWM design.

The stream and associated RPA areas should be improved through provision of appropriate native plantings being careful not to disturb significant cultural features.



End CDP

ACTION -

Lorton Road Alignment at Laurel Hill (Mount Vernon District)

ISSUE:

Realignment of Lorton Road as shown on the Fairfax County Comprehensive Plan.

RECOMMENDATION:

The Park Authority Director recommends Park Authority Board approval of a conceptual Lorton Road alignment proposed by the Office of Transportation and generally in accordance with the adopted Laurel Hill Conceptual Development Plan. If approved, this alignment may require dedication of a portion of Laurel Hill parkland in parcel C - Nike Control Site.

TIMING:

Board action is requested on June 28, 2006, to allow Office of Transportation staff to maintain their project schedule for design of this road segment.

BACKGROUND:

On September 3, 2003, the Laurel Hill Ad Hoc Committee expressed concern that the Fairfax County Comprehensive Plan proposed Lorton Road as a six (6) lane facility through parkland. To respond to this concern, staff directed the project's transportation consultant to explore alternative alignments and scheduled a meeting with representatives of the Fairfax County Department of Transportation (DOT) and other County staff members to determine what options were available to either reduce the number of lanes or to realign Lorton Road.

DOT commissioned a study with a traffic engineering consultant HNTB, in collaboration with the planning firm EDAW, to determine which alignments would best suit the proposed uses in the Park Authority-approved Conceptual Development Plan (CDP) for Laurel Hill, as well as design speed and number of lanes necessary for Lorton Road realignment.

¹ Comprehensive plan for the Laurel Hill Community Planning Sector states that "...Lorton Road to the west to the existing Lorton Road and Furnace Road split, should be initially constructed as a 4-lane section; however right-of-way for a 6-lane section should be provided to allow potential widening if necessary in the future."

This study determined that the number of lanes required for Lorton Road could be reduced from six (6) lanes to four (4) lanes and the design speed could be 45 mph. Several road alignment options were considered, the majority of which were variations on the layout shown on the approved Laurel Hill CDP.

On May 23, 2006, representatives from DOT, DPZ and the Park Authority met to discuss the preferred alignment for Lorton Road. It was agreed that an alignment similar to the Park Authority master plan alignment was the only option that could be agreed to by all parties. The recommended alignment (Attachment 1) requires routing the proposed road improvement through land currently owned by the Board of Supervisors (BOS), which is planned for public uses including an indigent cemetery. To use the BOS land for road purposes, thereby reducing the impact on parkland planned for active recreation, it was suggested that approximately six (6) acres at the north end of the Nike Control site (Attachment 2) could be used as the future cemetery site. There are no active park uses planned for that area. Park Authority staff notified staff from DOT and DPZ that the recommended alignment would need the approval of the Park Authority Board before any further plans could be developed.

FISCAL IMPACT:

None

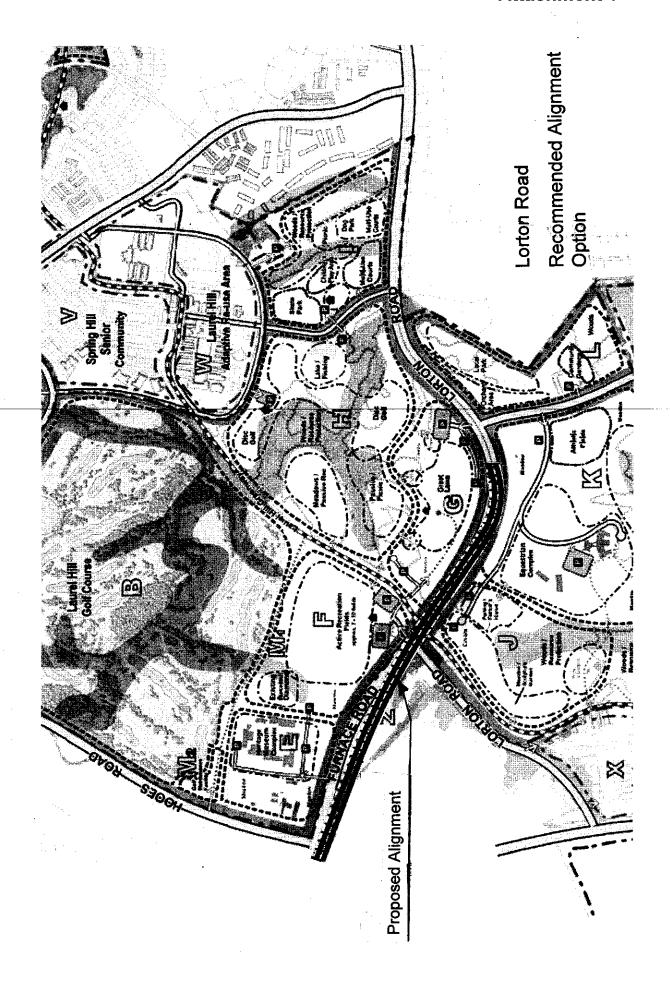
ENCLOSED DOCUMENTS:

Attachment 1: Recommended Alignment Option
Attachment 2: Proposed Indigent Cemetery Location

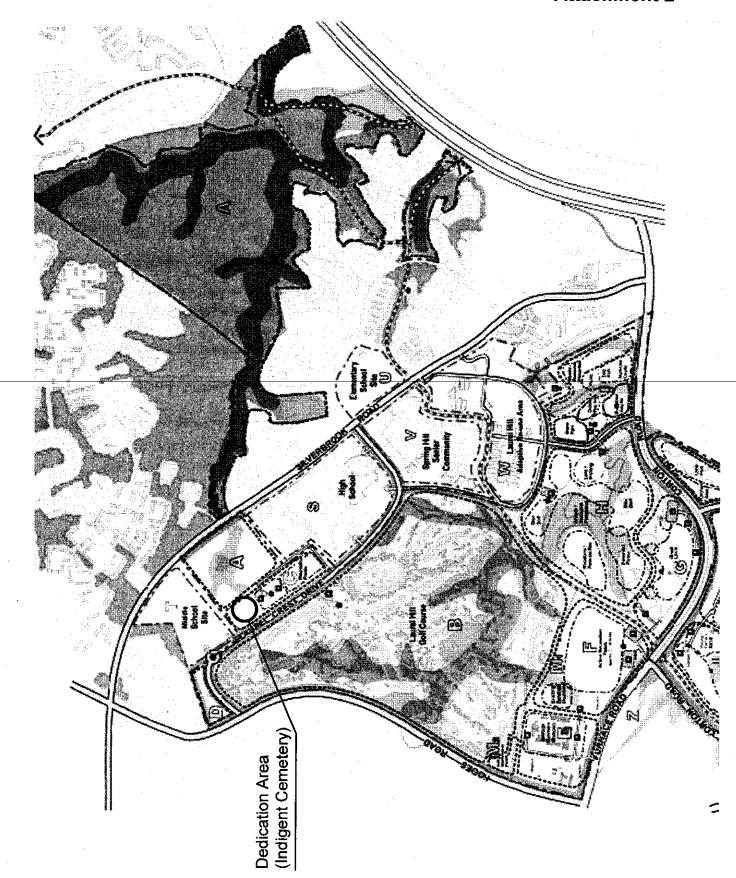
STAFF:

Michael A. Kane, Director Timothy K. White, Chief Operating Officer Lynn Tadlock, Director, Planning and Development Division Kirk Holley, Manager, Special Projects Branch Kelly Davis, Project Manager, Special Projects Branch

Attachment 1



Attachment 2



ACTION -

Scope Approval – Grouped Athletic Field Lighting – Baron Cameron Park, Martin Luther King Jr. Park and Nottoway Park (Hunter Mill, Mount Vernon and Providence Districts)

ISSUE:

Approval of the project scope to design and install replacement athletic field lighting systems for six (6) fields located at Baron Cameron Park, Martin Luther King Jr. Park and Nottoway Park.

RECOMMENDATION:

The Park Authority Director recommends approval of the project scope to design and install replacement athletic field lighting systems for six (6) fields located at Baron Cameron Park, Martin Luther King Jr. Park and Nottoway Park.

TIMING:

Board approval of the project scope is requested on June 28, 2006, to maintain the project schedule.

BACKGROUND:

The 2004 Park Bond Program includes two (2) grouped athletic field lighting projects (I & II) that identified six (6) fields for lighting system replacement and two (2) fields for new installations. The specific park locations and field types are as follows: Baron Cameron Park – 65' diamond (no. 4), Alabama Drive Park – rectangular field (no. 3), Lewinsville Park – 90' diamond (no. 1), Martin Luther King Jr. Park – 65' diamond and a rectangular overlay (nos. 1 & 2), and Nottoway Park – 60' diamond and two (2) 65' diamonds (field nos. 1, 2 and 3).

A project team was assembled to evaluate the operating condition of the existing lighted systems, make a preliminary determination concerning the level of spill / glare control that should be provided at each site, and investigate possible difficulties associated with the new lighting installations at Alabama Drive Park and Lewinsville Park. The team included representatives from the Park Operations Division, Resource Management Division and the Planning and Development Division.

The rectangular field at Alabama Drive Park currently has no lights, and apparently lights were not included on the approved master plan because the field is located relatively close to neighboring residences. In addition, the Park Authority received a letter from the Town of Herndon indicating they are opposed to lighting this field. Therefore, it is the project team's recommendation that no lights be installed on the rectangular field at Alabama Drive Park.

The 90' diamond field at Lewinsville Park is not currently lit, but lights were specified on the approved master plan. Funding for this new installation is being provided from a number of sources which include the 2004 Bond Program, 300 K and Mastenbrook Grants Program and matched contributions provided by McLean - Great Falls Baseball. McLean - Great Falls Baseball has now raised their matching contribution of \$40,000, and would like to proceed ahead of the grouped project schedule. Therefore, to take full advantage of the private contributions, staff is recommending that this installation be separated from the grouped project and advanced as soon as the unit price contract for installing athletic field lighting systems is available.

The project team recommends the replacement of lighting systems for the following six (6) athletic fields:

- Baron Cameron Park 65' diamond (no. 4)
- Martin Luther King Jr. Park 65' diamond and a rectangular overlay (nos. 1 & 2)
- Nottoway Park 60' diamond and two (2) 65' diamonds (field nos. 1, 2 and 3).

The fields for these three parks are detailed in Attachments 1A, 1B, and 1C. The scope cost estimate for the project is \$1,572,000 as detailed in Attachment 2.

To accomplish this work expeditiously, and to make it possible in the future to accept contributions from athletic groups for new and replacement systems, staff is working with the Department of Purchasing and Supply Management (DPSM) to put in place a unit price contract for the installation of athletic field lighting systems. At this time, the lighting system manufacturers are being asked to submit for consultant review designs that fully satisfy the performance specifications presented to the Board on March 8, 2006. Specifically, they are providing designs for five (5) field types (180' x 360' rectangular, 210' x 360' rectangular, 60' diamond, 65' diamond and 90' diamond) based on two off field lighting standards, for a total of ten unique designs. SWSG, the consultant that performed the athletic field lighting study, has been retained to verify that the proposed lighting system designs satisfy the Park Authority's performance specifications. It is anticipated that SWSG will finish reviewing the lighting system designs by August, the unit price contract will be bid in September, and installation of lighting systems will begin before the end of the year.

FISCAL IMPACT:

Based on the scope cost estimate, funding in the amount of \$1,572,000 is necessary for this project. Funding is currently available in the amount of \$695,000 in Project 474104, Athletic Fields; in the amount of \$577,000 in Project 475804, Building Renovation / Expansion; and in the amount of \$300,000 in Project 476204, Building New Construction, in Fund 370, Park Authority Bond Construction for a total of \$1,572,000.

ENCLOSED DOCUMENTS:

Attachment 1A: Baron Cameron Park Plan

Attachment 1B: Martin Luther King Jr. Park Plan

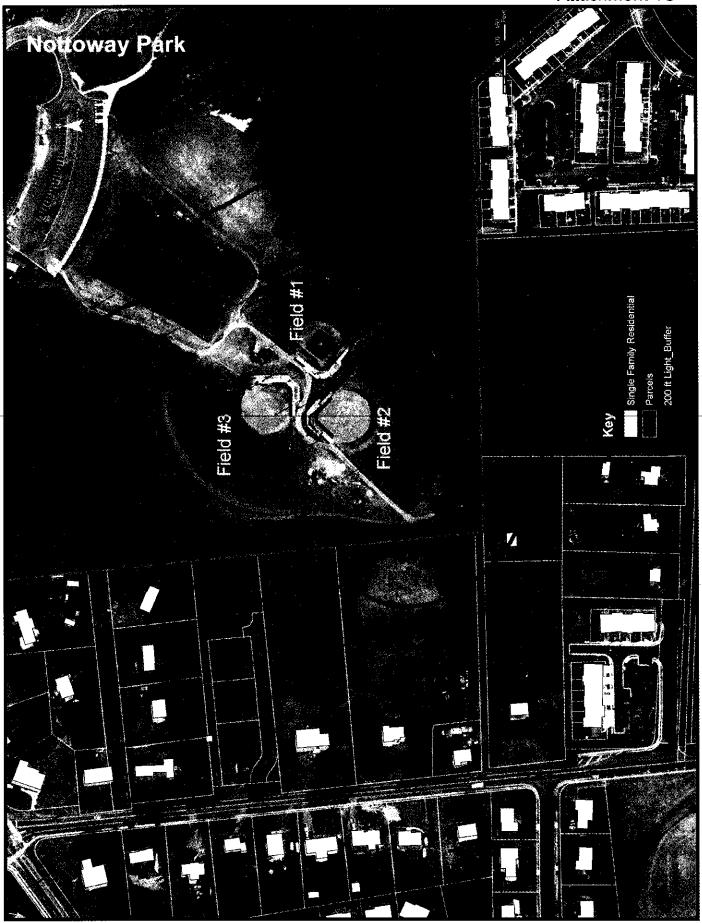
Attachment 1C: Nottoway Park Plan Attachment 2: Scope Cost Estimate

Attachment 3: Development Project Fact Sheet

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer Charles Bittenbring, Director, Park Services Division Todd Johnson, Director, Park Operations Division Lynn S. Tadlock, Director, Planning and Development Division John Lehman, Manager, Project Management Branch Tim Scott, Section Supervisor, Project Management Branch Les Hegyi, Project Manager, Project Management Branch



SCOPE COST ESTIMATE

Grouped Athletic Field Lighting

Baron Cameron Park, Martin Luther King Jr. Park and Nottoway Park

GROUP I

Baron Cameron Park (Field No. 4 – 65' diamond)

Design Geotechnical Investigation & Inspections Sports Illumination Plan Subtotal	\$ \$ \$ \$ \$	16,500 5,000 2,500 24,000
Remove Existing Lighting System Remove Existing Electric Service & Enclosure Replace Field No. 4 Lighting (6 poles with mid level spill / glare control) Install New Electric Service and Enclosure Subtotal	\$ \$ \$ \$ \$ \$	24,000 5,000 185,000 26,000 240,000
Construction Contingency (10%) Administrative Cost (6%)	\$ <u>\$</u>	24,000 14,500
SiteTotal	\$	302.500

GROUP II

Martin Luther King Jr. Park (Field Nos. 1 & 2 – 65' diamond and a rectangular overlay)

Design Geotechnical Investigation & Inspections Sports Illumination Plan Subtotal	\$ \$ \$ \$ \$	29,000 6,000 2,500 37,500
Remove Existing Lighting System	\$	48,000
Remove Existing Electric Service & Enclosure	\$	5,000
Replace Field No. 1 Lighting (6 poles with high level spill / glare control)	\$	200,000
Replace Field No. 2 Lighting (4 poles with high level spill / glare control)	\$	136,000
Install New Electric Service and Enclosure	\$	26,000
Subtotal	\$	415,000

Construction Contingency (10%) Administrative Cost (6%)	\$ 41,500 \$ 25,000
Site Total	\$ 519,000
Nottoway Park (Field Nos. 1, 2 & 3 – 60' diamond and two (2) 65' diamonds)	
Design Geotechnical Investigation & Inspections Sports Illumination Plan Subtotal	\$ 42,000 \$ 7,000 \$ 2,500 \$ 51,500
Remove Existing Lighting System Remove Existing Electric Service & Enclosure Replace Field No.1 Lighting (4 poles with high level spill / glare control) Replace Field No. 2 Lighting (6 poles with high level spill / glare control) Replace Field No. 3 Lighting (6 poles with high level spill / glare control) Install New Electric Service and Enclosure Subtotal	\$ 72,000 \$ 5,000 \$ 100,000 \$ 200,000 \$ 200,000 \$ 26,000 \$ 603,000
Construction Contingency (10%) Administrative Cost (6%)	\$ 60,000 \$ 36,000
Site Total	\$ 750,500
TOTAL PROJECT ESTIMATE	\$1,572,000

DEVELOPMENT PROJECT FACT SHEET

Grouped Athletic Field Lighting

Baron Cameron Park, Martin Luther King Jr. Park and Nottoway Park

DISTRICT:

Hunter Mill, Mount Vernon and Providence

PARK:

Baron Cameron, Martin Luther King, Jr. and Nottoway

PARK CLASSIFICATION:

N/A

PROJECT NAME:

Grouped (I & II) Athletic Field Lighting

Project Scope:

Replacement of lighting systems for the following six (6) athletic fields:

- Baron Cameron Park 65' diamond (no. 4)
- Martin Luther King Jr. Park 65' diamond and a rectangular overlay (nos. 1 & 2)
- Nottoway Park 60' diamond and two (2) 65' diamonds (field nos. 1, 2 and 3)

Project Funding:

Scope Cost Estimate:

\$1,572,000

Funding Source: Funding is currently available in the amount of \$695,000 in Project 474104, Athletic Fields; in the amount of \$577,000 in Project 475804, Building Renovation / Expansion; and in the amount of \$300,000 in Project 476204, Building New Construction, in Fund 370, Park Authority Bond Construction for a total of \$1,572,000.

Project Timeline:

Phase

Scope

Design

Construction

Planned Completion

2nd Qtr 2006

3rd Qtr 2006

3rd Qtr 2008

ACTION -

Scope Expansion Providence RECenter HVAC Improvements (Providence District)

ISSUE:

Expansion of scope of Providence RECenter HVAC Improvements project to include installation of Ultra-violet light disinfection system and replacement of ceiling in the large meeting room.

RECOMMENDATION:

The Park Authority Director recommends the Park Authority Board approve the scope expansion of the Providence RECenter HVAC Improvements project to include the installation of an Ultra-violet light disinfection system and replacement of the ceiling in the large meeting room.

TIMING:

Board action is requested on June 28, 2006 to permit installation of the ultra-violet light disinfection system as close to the completion of the HVAC portion of the project as possible, and to allow timely completion of the ceiling repairs.

BACKGROUND:

The 2005 - 2009 Project Development Schedule approved by the Park Authority Board on January 12, 2005 included a project for replacement of the Dectron units at the Providence RECenter. The following scope of work and budget was identified:

Providence RECenter HVAC Improvements Replacement of the two (2) dectron units: \$255,000

Actual project completion: 2nd Quarter 2006

The improvements at Providence RECenter have been completed per the original scope of work. The work was completed by the Park Operations Division with final costs below the funding amount specified in the 2004 Park Bond Program. The Board Member from the Providence District was notified in advance of staff's intention to complete the project in the manner described herein.

Staff recently briefed the Board on the success of Ultra-violet light pilot projects at South Run and Spring Hill RECenters that improve the indoor environment in natatoria by

significantly reducing chloramines. The Board also approved funding for installation of an Ultra-violet light system at George Washington RECenter in order to protect and prolong the newly installed HVAC equipment.

Since the HVAC system for the Providence natatorium is new, staff plans to install an Ultra-violet light system at that location, using the balance of funding available from the approved Bond Project.

In addition, since the expansion of the Providence RECenter in 1988, the ceiling in the large meeting room has had no maintenance conducted on it. Over the years, the decorative slats have been damaged by program activities and many have fallen, leaving an unsightly appearance. The County's Risk Management Office has raised safety concerns due to damage to some of the remaining slats that could fall while the room is being used.

After investigating several options, staff recommends reinstalling the original system using all new decorative slats. The work can be managed by the Park Operations Division and completed during non-working hours to minimize impact on scheduled activities. Staff recommends using the balance of the bond funds to partially off-set the cost of this work.

Staff has also established stricter guidelines for appropriate activities for the room in order to prevent a recurrence of the damage that has occurred over the past 18 years.

The Providence District Board Member has been advised of and supports this plan.

FISCAL IMPACT:

Funding in the amount of \$255,000 was approved for replacement of Dectron units, Fund 370, Index 985192, Project 475804, Building Renovation and Expansion, Detail 253. Actual cost, including installation, was \$211,335, leaving a balance of \$43,665. The cost of the Ultra-violet light system is \$34,372, leaving a balance of \$9,293. Staff is preparing a cost estimate for the ceiling repairs, of which \$9,293 will come from this project, with any remaining costs coming from the site's operating budget.

ENCLOSED DOCUMENTS:

None

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn Tadlock, Director, Planning and Development Division
Charles Bittenbring, Director, Park Services Division
John Lehman, Manager, Project Management Branch
Deb Garris, Supervisor, Project Management Branch
Ron Pearson, Park Operations Division

ACTION -

<u>Contract Award – Design Services for North Twin Lakes Dam Repair (Springfield District)</u>

ISSUE:

Approval of a contract award to Wilbur Smith Associates (WSA) of Fairfax, Virginia, in the amount of \$159,775.14 for an assessment of the existing dam, preparation of design and construction documents, and securing all permits required for rehabilitating the North Twin Lakes dam and outlet structure.

RECOMMENDATION:

The Park Authority Director recommends approval of a contract award to WSA of Fairfax, Virginia, in the amount of \$159,775.14 for an assessment of the existing dam, preparation of design and construction documents, and securing all permits required for rehabilitating the North Twin Lakes dam and outlet structure. In addition, the Director recommends reserving \$15,978 or ten (10) percent of the contract award for contract contingency, and \$12,782 or eight (8) percent of the contract award for administrative costs.

Contract Award Contract Contingency (10%)	\$159,775.14 \$ 15,978.00
Administrative Cost (8%) Total	<u>\$ 12,782.00</u> \$188,535.14

TIMING:

Board action is requested on June 28, 2006, to maintain the project schedule.

BACKGROUND:

The 2004 Park Bond Program approved by Park Authority Board identified funding in the amount of \$2 million for a project to rehabilitate the North Twin Lakes dam and outlet structure. The Department of Public Works and Environmental Services (DPWES) has been asked to manage the project because the Planning and Development Division currently has no staff resources available to assign. The project schedule prepared by DPWES has design, permitting and the temporary re-routing of existing irrigation lines completed in the first half of 2008, and are estimated to cost up

to \$500,000. As a result, the Park Authority Board decided at their April 26, 2006, meeting to reserve \$533,773 for advancing this project and to reallocate the remaining balance of \$1,466,227 for more critical projects scheduled for completion earlier in the bond cycle.

The North Twin Lakes dam is classified as a Low Hazard, Class III Structure by the Virginia Department of Conservation & Recreation (DCR), and is subject to their periodic inspection. Based on their inspections, DCR is recommending that the outlet structure undergo significant rehabilitation or be replaced. Pending rehabilitation, the dam and outlet structure are currently being maintained in accordance with state guidelines for impoundment structures.

To begin the scoping and design effort, DPWES solicited and received statements of qualifications from ten (10) Architectural & Engineering firms for an assessment of the existing dam, preparation of design and construction documents, and securing all permits required for rehabilitating the dam and outlet structure. After an initial screening, three (3) firms were selected for interviews by the Selection Advisory Committee consisting of staff from DPWES and the Park Authority. The top three (3) firms were interviewed on December 8, 2005, and WSA was selected in accordance with the Fairfax County Purchasing Resolution.

The recommended contract award includes preparation of a feasibility study in which the dam and outlet structure will be assessed and various options will be developed for rehabilitating the dam and outlet structure based on cost and impact to golf course play. After completing the feasibility study, staff will forward the recommended project scope to the Park Authority Board for approval prior to proceeding with the final design.

FISCAL IMPACT:

Funding in the amount of \$188,535.14 is necessary to award this contract and to fund the associated contingency and administrative costs. Based on encumbrances and expenditures to date, funding is currently available in the amount of \$533,773 in Project 475804, Building Renovation / Expansion, in Fund 370, Park Authority Bond Construction to award this contract and fund the associated contingency and administrative costs.

ENCLOSED DOCUMENTS:

Attachment 1: Request for Proposal Letter Sent to Wilbur Smith Associates, dated

January 17, 2006

Attachment 2: Professional Services Summary

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Charlie Bittenbring, Director, Park Services Division
Cindy Messenger, Director, Resource Management Division
Todd Johnson, Director, Park Operations Division
John Lehman, Manager, Project Management Branch
Tim Scott, Section Supervisor, Project Management Branch
Murtaza Sheikh, Project Manager, Project Management Branch

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

January 17, 2006

Wilbur Smith Associates 3060 Williams Drive, Suite 300 Fairfax, Virginia 22031

Attn.:

C. Eric Burke, P.E.

Director of Geotechnical Services

Reference:

Twin Lakes Golf Course - North Dam Rehabilitation Project

Project Number 475804 – 362

Request for Proposal

Dear Mr. Burke:

I am pleased to inform you that your firm has been selected to provide project scoping, detailed feasibility study, and engineering design for the Twin Lakes Golf Course – North Dam Rehabilitation Project.

The scope of work shall be accomplished in two phases and shall include the following:

Phase 1:

Feasibility study for the rehabilitation and upgrading of the existing dam to the

Virginia State standards, scoping for the most appropriate integrated

aesthetically pleasing and functional dam design, replacement of the existing asbestos irrigation mains, and maintaining the continuum of the irrigation

networking the golf course during construction.

Phase 2:

A detailed engineering design reflecting the option selected in Phase 1.

The following should be considered when developing the scope of the work:

- The Golf Course is a revenue generating facility and therefore all proposed disturbances and construction activities must consider the impact on the revenue.
- The downstream pond is being utilized for irrigation purposes; therefore, a release mechanism shall be installed in the new dam structure in order to regulate the daily recharging of the South Lake.
- The present spillway is a weir structure. The proposed design should explore the application of a similar structure as opposed to a riser and spillway design.
- An option to raise the current water surface elevation in the North Lake by two feet shall be considered.
- Communication and power lines do exist within the vicinity of the dam and due
 consideration shall be given to relocating and/or replacing them. A recommendation as
 to the appropriate time to remove and /or replace these lines in order to minimize the
 overall impact on the golf course should be provided.



Mr. C. Eric Burke Request for Twin Lakes Golf Course Project Proposal Page 2 of 2

• The existing 2nd hole fairway slopes from left to right (looking from the tee to the green) towards the pond. Consideration should be given to leveling this slope with any available excess fill rather than offsite disposal.

Please prepare and submit a complete technical and fee proposal based on the above mentioned scope of work by Monday, February 6, 2006. Your proposal must include a complete proposed schedule for all design phases and must factor appropriate time for permit requirements, County reviews, and comments.

If you have any questions, please contact Abdul Lewally at 703-324-5500.

Sincerely.

Don Demetrius, P.E., Chief

Watershed Projects and Evaluation Branch

AL/gc/30739.doc

cc: Howard J. Guba, Deputy Director, DPWES VRandy Bartlett, Director, Stormwater Management

Michael A. Kane, Director, Fairfax County Park Authority (FCPA) John Lehman, Manager, Project Management Division, FCPA

Murtaza Sheikh, Project Manager, FCPA

Abdul Lewally, Project Manager, Watershed Projects Evaluation Branch



PROFESSIONAL SERVICE SUMMARY

North Twin Lakes Dam Repair

I. FEASIBILITY STUDY

- Collect / Review Existing Data
- Perform Detailed Site Inspection
- Geotechnical Assessment
- Concrete Spillway Condition Assessment
- AMC Sampling / Testing
- Land Surveying
- Hydrology & Hydraulic Assessment
- Bathymetric Survey
- Structural Inspection and Evaluation
- Evaluate Dam Modification Options
- Prepare Least Impact Construction Schedule
- Prepare Draft Feasibility Report
- Present Draft Feasibility Report to FC DPWES & FCPA
- Finalize Feasibility Report

II. FINAL DESIGN

- Develop Design Documents and Specifications
- Finalize Quantities & Engineers Estimate
- Obtain Dam Modification Permits



Committee Agenda Item June 14, 2006

PRESENTATION

Laurel Hill Golf Course Clubhouse: Status (Mount Vernon District)

At the request of the Park Authority Board, staff will present an overview of the status of the Laurel Hill Golf Course Clubhouse development. The presentation will identify the construction start date, scheduled completion and various milestones already achieved or upcoming. The remaining work will be described as well as the preparations for opening the facilities. Staff will identify current funding and any unanticipated or outstanding costs. A question and answer period can follow at the pleasure of the Committee.

ENCLOSED DOCUMENTS:

None

STAFF:

Michael A. Kane, Director
Timothy K. White, Chief Operating Officer
Lynn S. Tadlock, Director, Planning and Development Division
Charles Bittenbring, Director, Park Services
Peter Furey, Manager, Golf Enterprises
Kirk Holley, Special Projects Branch Manager
Tim Scott, Project Manager



Committee Agenda Item June 14, 2006

INFORMATION -

Cub Run RECenter Status Update (Sully District)

- The Department of Public Works and Environmental Services (DPWES) is reporting that 90% of the punch list items are complete.
- DPWES conducted a One-Year Warranty Inspection on May 8, and May 9, 2006. A formal warranty punch list was developed.
- DPWES will be working on punch list and warranty items during the Park Authority maintenance shutdown scheduled for August. DPWES is coordinating this work with Park Authority staff.
- Commissioning of the HVAC system in cooling mode is currently underway as the system is now under typical load based on summer temperatures.
- DPWES and their design consultants are continuing to monitor and evaluate the RECenter utility costs.

STAFF:

Michael A. Kane, Director Timothy K. White, Chief Operating Officer Lynn S. Tadlock, Director, Planning and Development Division John Lehman, Manager, Project Management Branch

